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Current Topics.

Clifford's Inn.

A *propos* of our reference in this column, some weeks ago, to the reported probability of a resale of Clifford's Inn, a legal correspondent sent us an interesting letter. His ancestor, he said, had been Ancients of that famous old Inn, but he had been unable to discover where the records of the society have been deposited, so that he could not make investigations into their history. At his request we have endeavoured to ascertain the whereabouts of those records, but so far without success. Perhaps some of our readers can supply the information desired.

The Black Books of Lincoln's Inn.

THE RECORDS of the four Inns of Court, we need hardly say, are preserved at their Steward's offices. Perhaps the ones most generally interesting to solicitors are those of Lincoln's Inn. There is much that is entertaining, as well as instructive, in the "Black Books," as they are called, of the Inn—i.e., the records of disciplinary cases against barristers and students held before the Parliament of the Inn in days when legal discipline was stricter than it is now. Brawls in the precincts of the Inn, gambling in chambers, swearing on Sunday—in one case the improper use of his chambers for dastardly purposes by a member of the Inn—these are features of the charges found in the Seventeenth and Eighteenth Century Black Books. We believe the latest case of a Parliament meeting at Lincoln's Inn to try a member of the Inn for an alleged offence against the discipline of the Inn occurred some years ago, just after the termination of the South African War. A student of the Inn, who has since attained to great respect and high distinction as a judge in several colonies, and who at that date had just returned with five wounds and a pension for honourable service in the Transvaal War, was accused by a native African member of the Inn of assaulting and insulting him in the Library of the Inn. The charge was dismissed, for it turned out to have been based on a misunderstanding; the alleged assault had consisted of a purely accidental kick on the shins while the two students were reading at the same library table. Such, at least, is the story as usually told. As far as we know, there has been no later case.

The Law Society's Meeting.

WE CONCLUDE this week our report of the Law Society's meeting at Liverpool. By general agreement it has been a useful and remarkable meeting. It is to be hoped that in

future these occasions will become annual events. The question inevitably arises to our minds: is it absolutely impossible to have an annual joint meeting of the Law Society and the Bar? Once on a time such a proposal would have been regarded with horror. Even to-day many men in both branches of the profession, not by any means necessarily very old-fashioned men, will regard with surprise the mere mention of such a thing. But times are changing. Professional traditions and etiquette are changing. The Bar and the Law Society have much to learn from each other. Moreover, both of the legal professions stand badly in need of removing the somewhat unfavourable impression of their stamp and type which is growing up in the minds of laymen. United we stand, disunited we fall. Common action would increase the general respect for both branches.

The "Dual Capacity" of Government Officials.

WE PRINT in another column a brief report of the *Disposals Board case*, heard before Mr. Justice SWIFT at the Central Criminal Court. Bribery and secret commission cases are of great interest, because, unfortunately, no one really believes that our public service is absolutely free from a certain amount of mild corruption, although happily the amount is small, and is usually confined to temporary officials of a not very high class. The permanent Civil Service, of course, is absolutely free from anything of the kind, but something more needs to be done to remove public suspicion. And the Ministry of Munitions is acting wisely in forbidding all transactions wherein its officers appear in a "dual capacity," i.e., as officer of the Ministry and as connection of the firms which purchase surplus stores. Such cases are innocent enough, but they evoke suspicion.

The Committee of Public Accounts and its Report.

THE COMMITTEE of Public Accounts, in its third report, says:—"We have devoted a good deal of attention to what may briefly be termed 'dual capacity' cases, e.g., cases in which an officer of a department, holding a responsible position, allots a contract either to himself or to a firm in which he is materially interested. Cases of this kind have tended to occur during the war where traders, merchants and professional men have put their knowledge and powers at the disposal of the Government, working side by side with persons brought up in the traditions of the Civil Service. But, apart from this, it is evident that, as the activities of the State expand, such cases tend to become more common, and that they are especially liable to become an occasion for scandals. It is also clear that one difficulty in dealing with the subject is that it is so largely a question of degree. Nevertheless, we think that the subject is one on which instruction to the public service from the Treasury (as the central department) would be desirable. The Ministry of Munitions (while they do not appear to have taken action on the matter till 11th June, 1917), laid down certain regulations (shewn in Appendix 17) which may be useful in this connection; and two points, at any rate, seem to us clear. First, an officer should not decide a case in which he is interested, but should ask a colleague to deal with it. Secondly, all the facts as to his interest must be fully disclosed—both to his own department and (if it be concerned) to the Treasury. If, after such disclosures, he is directed, by a Minister or otherwise, to deal with the case, he can do so with a clear conscience—though the question may then arise whether it was judicious to give him those directions."

The Ministry of Munitions and Its Regulations.

THE REGULATIONS referred to required temporary officers in the Ministry of Munitions, on appointment to the Headquarters staff, to sign a declaration:—"I hereby declare that I am not concerned or interested, either directly or indirectly, in the supply of munitions, whether as a member, officer or servant of any company, firm or other undertaking connected with such supply or engaged upon work for the Ministry of

Munitions, or in any other capacity, except as follows:—
and I hereby undertake that I will not, either directly or indirectly, acquire any interest in any such company, firm, undertaking or supply during my service under the Ministry without the consent in writing of the general secretary." Concurrently with this action a declaration in precisely similar terms was obtained from each officer already on the Headquarters staff. Where an entry in the blank space following the clause dealing with the present interest shewed a *prima facie* case for investigation, it devolved upon the Establishment Department of the Ministry to pursue the inquiry. In January, 1920, a general memorandum was issued on the subject of the purchase or supply of goods by officials of the Ministry, and particularly of the Disposals Board, in which stress was laid upon the necessity of officials declaring any interest they might have in the matter.

The Moratorium in Cuba.

ALTHOUGH THE device of a moratorium to prevent financial panic in times of stress has long been familiar to students of international law, probably few laymen or general legal practitioners had ever heard of it until it was employed by our own Government in August, 1914, to tide over the first difficulties in the monetary market due to the outbreak of war. But probably most lawyers then imagined it to be purely a wartime device. That it can be used in times of peace as well, however, is illustrated by its recent employment in Cuba to check the threatened bank failures arising out of the slump in sugar prices. The Government of Cuba has taken prompt action in connection with the financial crisis which has so suddenly developed at Havana. It has declared a moratorium until 1st December. Most of the foreign banks are paying in full, and most of the local banks are paying 10 per cent. of their deposits. The crisis is reported to have caused a run on two local Cuban banks, and one institution of an international character. The first two banks are old-established institutions with considerable deposits and fair dividend records, but apparently the international concern is comparatively new. It became rumoured in the City last week that a small firm had got into difficulties. It should cause no surprise if, owing to the falling off in demand and the decline in prices, there should be a number of casualties in the business world. Last winter a number of business houses failed to realize the feverish condition of markets and loaded themselves up with high-priced commodities, financed with bank credit, which they have not realized. The danger of holding stocks in face of the prospect of larger supplies is obvious. These incidents will serve to shew the importance of gradually reducing prices so that demand may revive and devices such as a moratorium can give only temporary relief.

American Legal Humours.

IN THE *Central Law Journal* for the month of October the Governor of Kentucky tells some interesting stories of his experiences as a lawyer. "During one of my trials of a case when I was United States District Attorney," he said, "the even proceedings were suddenly interrupted by Judge JOHN PATTEN, who rose up from the bench, and, pointing a long finger toward the rear of the courtroom, exclaimed: 'Mr. Sheriff, you see JOHN BURROUGHS a-comin' into this courtroom. Don't let him light, I say; don't let him light. Take him out.' The judge did not reseat himself until a long mountaineer had been removed. Then resuming the bench, he turned to me and said: 'Mr. Morrow, you may think it passin' strange that I won't let a freeborn American citizen come into an open court of justice. But I have good and sufficient reasons. Do you know that, when I were a candidate for this office, that that thar JOHN BURROUGHS went from one end of the creek tuther, a-publicly oratin' that he could order from SEARS, ROEBUCK & Co., and get delivered in good condition across the mountains, a better circuit judge than me? I said then that he never could light in a courtroom of mine. He ain't lit yet, and he ain't goin' to.'"

The Report of the Merchandise Marks Committee.

In October last a Merchandise Marks Committee was appointed by the Board of Trade to inquire into and report upon the following questions:—

"(1) Whether any extension or amendment of the Merchandise Marks Act is required in respect of the provisions relating to indications of origin; (2) the utility and effect of National Trade Marks or other similar (collective) marks, and how far they should be authorized or encouraged in this country; (3) how far further international action may be necessary for the purpose of preventing the false marking of goods."

The Committee consisted of Mr. HARRY GREEN, M.P., as Chairman, the Comptroller-General, and thirteen other gentlemen connected with law and commerce, one of whom, however, from pressure of business, took no part in the proceedings. The Committee held eighteen meetings, eight of which were all-day sittings, and examined seventy witnesses on behalf of the Board of Trade and some other Government departments, and of Chambers of Commerce, trade associations, and important manufacturing firms. In June last they issued their unanimous Report, which is too long and discursive to be dealt with fully in our columns, but we think that the following remarks on it will be interesting to our readers.

As to the question whether any extension or amendment of the Merchandise Marks Act is required in respect of the provisions relating to indications of the origin of goods, the Committee point out that, while manufacturers favour the compulsory marking of imported goods, merchants are opposed to it as detrimental to British trade, and the Committee say that, owing to the varying conditions between one class of goods and another, and between one trade and another, they cannot recommend any general provision that all imported goods shall bear an indication of the country of origin, or in the alternative some such words as "Imported," or "Foreign," "Dominion" or "Colonial"; but they recommend that, when it has been established after an official inquiry that it is in the public interest that local origin should be indicated in the case of any particular description or class of imported goods, the Board of Trade should have power to deal with the question by Order.

After dealing with "Indication of Origin," the Report proceeds to deal with "False or misleading marks or descriptions" generally, although it is questionable whether this was within the scope of the reference. The Committee recommend that sections 2, 3, and 5 of the Merchandise Marks Act, 1887, should be amended to include in the broadest possible manner all "indications, descriptions and statements, oral, documentary or other, whether physically attached to goods or not, including statements in advertisements or catalogues, and false indications given by trading titles (e.g., the use of such a term as 'Irish linen' in the title of a firm which does not deal mainly or exclusively in that commodity)." With this recommendation we entirely agree. Dealing with the transfer of British Trade Marks to foreigners, the Committee say:

"A case has been brought to our notice in which a firm in a foreign country have purchased the goodwill and trade marks of a British business in this country, and have applied the marks to articles manufactured in the foreign country. There is considerable possibility of a misleading use being made by firms abroad of trade marks that have been acquired by them with a British business, and we recommend that no trade mark registered in the United Kingdom, which indicates or has indicated the goods of a firm in this country, should be allowed to be transferred in the United Kingdom Register to a person or body of persons in a foreign country without the consent of the Registrar of Trade Marks."

With the principle underlying this we entirely agree, but we think that such a transfer should not be allowed even with the consent of the Registrar of Trade Marks. Section 18 of the Merchandise Marks Act, 1887, protects trade descriptions lawfully and generally applied at the passing of the Act to goods of a particular class, or manufactured by a particular method, to indicate the particular class or method of manufacture, provided that where such trade description includes the name of

a place or country, and is calculated to mislead as to the place or country where the goods to which it applied were actually made or produced, and the goods are not actually made or produced in that place or country, this section shall not apply unless there is added to the trade description immediately before or after the name of that place or country, in an equally conspicuous manner with that name, the name of the place or country in which the goods were actually made or produced, with a statement that they were made or produced there. The Committee think that the protection of the section should not be limited to descriptions in use at the passing of the Act, and that any form of corrective statement should, if adequate to prevent deception, be sufficient in the case of a geographical term. They therefore recommend that

"the section should be redrafted to exempt from the penal provisions of the Act all conventional and generic descriptions honestly and generally used and understood as such, and that it should provide that, in determining whether a description *prima facie* not within the protection of the section is sufficiently qualified by a corrective statement, the Tribunal shall take into account (a) evidence as to trade usage, and (b) the relative prominence of the description and any qualifications put forward in connection with the goods."

The second matter referred to the Committee was as to the utility and effect of National Trade Marks or other similar (collective) marks, "National Trade Marks" being taken to mean marks indicating that goods have been manufactured in a particular country. There is a considerable and increasing tendency towards the adoption of such marks, and they have already been adopted in Ireland, France, Switzerland, Holland, Denmark and Sweden, in some cases for all goods and in some for particular goods. There is a considerable consensus of opinion, especially in the colonies, that there should be a British Empire Mark; and there are traders who are in favour of a United Kingdom mark. The Committee say that the case as to this was very fully argued before them, and their conclusion is that it would be extremely difficult to compare the weights of the opposing arguments; and they do not consider that they are called upon to essay the task, because no proposal to them which has been so far put forward for a national mark in this country has secured anything approaching to general acceptance on the part of the trading community. The Committee finally say that, in the absence of agreement among the bulk of the traders concerned, the Committee see grave objections to the institution of a British National or Empire mark, particularly one which is to be under the control and administration of a private association. It will be observed that the Committee have in effect buried deciding the question referred to them of the "utility" of national marks, and have ignored the fact that if a British Empire Mark were established, its use would be voluntary, and not compulsory, so that those traders who objected to such a mark need not use it, while those who desired to use such a mark would have the opportunity of doing so.

The third head of reference to the Committee was how far further international action may be necessary for the purpose of preventing the false marking of goods. In dealing with this the Committee have treated "necessary" as meaning "desirable." They have no doubt as to the desirability of further action, and they make about a dozen suggestions as to points to which it should be directed. It would take us too long to deal with these in detail, but we may mention two as being of the most general interest. One is that when a country which is a party to a convention (such as the Convention for the Protection of Industrial Property and the Arrangement of Madrid) fails to carry out its obligations under the Convention, and representations to its Government have proved ineffectual, the matter should be referred to the League of Nations. The other has to do with the improper registration of British Trade Marks abroad. In countries where the right to a trade mark depends on priority of registration British firms not infrequently find their marks dishonestly registered, to their detriment. The Committee recommend that—

"endeavours should be made to secure by international agreement (a) that the first person effectively to use in any country a trade

mark, which has become associated with or distinguishes his trade in that country by reason of such user, should have a prior right to the mark, notwithstanding its local registration by some other person without his authority, and (b) that, even without user, registration of a mark should be annulled on application where it is shown that the mark is the same as, or a colourable imitation of, the mark of the applicant, and that the registration was improperly made with knowledge of the applicant's mark."

The Report of the Committee is very valuable as indicative of the main points on which Merchandise Marks require further protection at home and abroad, but as the time of Parliament is so fully occupied now with other matters, and as most foreign countries are unlikely to address themselves to commercial questions of an international character at present, we anticipate that it will be a considerable time before any steps are taken to give practical effect to the recommendations of the Committee.

Recent Opinions of the Council of the Law Society.

THE opinions on points of professional etiquette affecting solicitors published from time to time by the Law Society are of the utmost interest to the legal profession. Several interesting decisions of this kind have recently been given by the Council, and published in the Law Society's Gazette. A brief summary of those decisions may prove useful here.

The first case relates to a loan to a limited company secured by first debenture, and the opinion of the Council was given on 10th July, 1919. The question was how the charges of the solicitors who acted for the lender should be made out in accordance with "Scale" Digest, 1906. The solicitors acted for a client who lent £4,000 to a limited company on the security of a first debenture. The solicitors investigated the title to a picture palace which was the principal asset of the company, and settled the form of the debenture, which embraced the whole assets of the company. The Council expressed the opinion that, assuming the debenture was merely a floating charge on the assets of the company, the solicitors' charges should be made out under Schedule 2.

The second case dealt with a land registry matter, the costs of a registered charge and perusal of the lease. The Council expressed its opinion on 10th July, 1919. In effecting a charge upon leaseholds registered under the Land Transfer Acts with a good leasehold title the solicitors acting for the person taking the charge was handed a copy of the lease and the land certificate. He perused the lease in addition to the title on the Register. The charge was effected by an instrument of charge under the Land Transfer Acts. The Council expressed the opinion that the solicitor was entitled to charge under Schedule 2, Part 2, of the Land Transfer Rules for completing the charge, and under Schedule 2 of the Solicitors' Remuneration Order for perusing the lease.

The third case concerned disbursements—fees paid to London agents for production of deeds—and the Council's opinion here, too, was expressed on 10th July of last year. A solicitor inquired whether, when on a sale of property a vendor is represented by country solicitors and the purchaser by solicitors practising in London, the latter are entitled to charge their clients in addition to the scale the fees paid to the London agents of the vendor's solicitor for production of the title deeds and completion of the purchase at the London agent's office. The Council expressed the opinion that such fees were, in the circumstances, a reasonable disbursement if (as the Council assumed) the result was to save the purchaser at least as much in expense of journeys to the country to examine the deeds and for completion, or the fees of his own agent in the country.

Our fourth case was another land registry matter, costs on purchase inducing registration. The Council expressed the opinion that on a purchase of freehold or leasehold land inducing registration a solicitor is entitled under the Land Transfer Rules to charge under Schedule 2 of the Solicitors' Remuneration Order for registering, in addition to the scale

fee under Schedule 1 for investigating title and completing the purchase. The opinion of the Council was expressed on 23rd October, 1919.

The last case, on which the Council also expressed its views on 23rd October of last year, concerned the negotiating fee on a sale subject to consent of the Local Government Board. On a sale to a local authority of a building estate it was agreed that unless the consent of the Local Government Board was obtained by a certain date the contract should become void, and the purchaser should in that event pay the vendors' solicitors' costs of and in connection with the sale and the agreement, and the business done thereunder up to and including the day when the agreement became void. The consent of the Local Government Board not having been obtained as provided by the agreement, the vendors' solicitors claimed to be entitled to charge the scale fee on the purchase money for negotiating the sale, in addition to their costs of the agreement under Schedule 2. The Council decided as between the parties that the sale not being completed no negotiating scale fee was chargeable, but that the charges for all work done should be made out under Schedule 2.

The Nineteenth Amendment.

A QUESTION of enormous constitutional importance to everyone in the United States is at present being keenly discussed by the lawyers in the great sister Republic. As everyone knows, it is not easy to make any amendments in the Constitution of the United States. In England the will of Parliament is law. When a statute has been duly passed by King, Lords and Commons, no law court can declare it *ultra vires*. Such is the doctrine that the sovereignty resides in Parliament, as declared by Professor DICEY in his authoritative treatise on the British Constitution. In the Colonies, of course, it is otherwise. There Parliament cannot alter their Constitution, except in such manner as the Imperial statute which creates the Constitution permits. If any amending statute is enacted, its validity may be questioned in the law courts, and must ultimately be decided by the Judicial Committee of the Privy Council.

In the United States, however, there are quite special difficulties in the way of amending the Constitution. That famous doctrine was drafted by the brilliant lawyer-statesman, ALEXANDER HAMILTON, who was Washington's Secretary of State. HAMILTON was a Conservative; indeed, not long ago, President WOODROW WILSON, while acknowledging his greatness, denied that he was a "great American." He was no true democrat, said the President. He wished to restrict the power of the people. In later years the same accusation has been levelled by some of his compatriots at President WOODROW WILSON himself, but that is a domestic quarrel for Americans to settle among themselves.

HAMILTON was deeply impressed by the stability of the English Monarchy, with its hierarchy of King, Lords and Commons. He wished to introduce into America at least some approximation to this stability. In other words, he wished to place a check on democracy, and so he arranged for a President, a Senate and a House of Representatives, each of which should be absolutely independent of the other. He also meant to prevent all three combined from exercising full sovereignty in case they united together—against the people. So he limited the power of Congress; he also limited the power of each State Legislature, and he tried to prevent any amendment of his carefully-devised Constitution by putting so many obstacles in the way of amendment that no one would ever try to get over them. In fact, only eighteen amendments have been enacted. A nineteenth has now been declared to be law, but doubts exist as to its validity.

There are two alternative modes of amending the Constitution of the United States. For reason partly of tradition and partly of convenience, the one adopted in practice is usually this:—The amendment is passed through both Houses of Congress by a two-thirds majority. It is then submitted for ratification to each of the forty-eight States. Three-quarters of the forty-eight must ratify, i.e., there must be thirty-six States which will carry through an amending resolution in the form required by their own State Constitution. An alternative plan is to have the proposal ratified by two-thirds of the electors, but to get this done is in practice impossible. So the method of submission to the separate States is the one adopted in almost every case. Each State Legislature then considers the proposal in accordance with

the procedure provided in its own State Constitution. Hence questions may easily arise as to whether this procedure has been complied with.

This is what has, in fact, happened in the case of the now famous Nineteenth Amendment. That was an amendment introducing women suffrage into the Constitution for Congressional purposes. The thirty-fifth, thirty-sixth and thirty-seventh States to ratify are West Virginia, Tennessee and Vermont. In the case of Vermont no doubts exist as to the validity of the ratification. But in the case of West Virginia and Tennessee there are so many doubts that the question will doubtless come before the Supreme Court. Of course, another State may ratify in manner not open to dispute, and so give thirty-six unquestioned votes. But most of the remaining eleven States have defeating amendments, and are well-known opponents of the measure: they are to be found in the "solid South" and in New England. So the validity of the votes in West Virginia and Tennessee is a matter of moment.

The ratification of this amendment by Tennessee and West Virginia was in a manner which, according to the law of the particular States, was not effective as a legislative act. In the case of West Virginia it appears that the amendment was ratified after it had been defeated on a previous day of the same session and a motion to reconsider lost. The rules of the Senate of West Virginia provide that after a measure is defeated and a motion to reconsider is lost it cannot be again considered at that session. In the case of Tennessee a motion to reconsider was pending when the Governor certified that the resolution of ratification had been adopted. Whether the action of those opposed to ratification in going beyond the State and preventing action on the motion to reconsider constitutes a justification for the Governor's act may for the purposes of this editorial at least be regarded as doubtful.

The recent case of *Hawke v. Smith* (40 Sup. Ct. Rep. 495) does not decide the question involved in the Tennessee and West Virginia cases. In that case the Supreme Court held that the provision in the Ohio Constitution for submitting any final action of the legislature to a referendum of the people was not applicable to a resolution ratifying an amendment to the Constitution of the United States, since the Federal Constitution, and not the State Constitution, must determine what shall constitute a sufficient ratification. The Constitution provides that the "legislature" should ratify, and the Supreme Court held that a referendum provision in a State Constitution did not make the vote of the people a necessary function of the legislative action.

The *Hawke* decision seems really to lay emphasis on the resolution of ratification receiving the solemn and regular action of the legislature. The Court construes the meaning of that term to be the highest legislative body in the State proceeding regularly under its own rules. In other words, the Constitution of the United States, in the matter of amending the Constitution, exalts the legislature of each State to the point of supreme importance. It does not presume to dictate the manner in which that body shall proceed, but leaves the entire responsibility for accepting or rejecting a proposed amendment to the action of the legislature proceeding according to its own rules.

Whether the Supreme Court will also recognise the various restrictions in State Constitutions prescribing special limitations of time and subject matter on the action of the legislature in adopting an amendment to the Federal Constitution is also still a matter of doubt. The Constitution of Missouri provides that the legislature shall not ratify an amendment to the United States Constitution which would deprive the people of Missouri of the right to regulate elections for State offices. Under the Constitution of Tennessee an amendment to the United States Constitution can only be ratified by a legislature chosen subsequently to the proposal of amendment to the several States. In this respect the following declaration of the Supreme Court in *Haire v. Rice* (204 U. S. 204) is in point. The Court said:—

"This means that Congress, in designating the legislature as the agency to deal with the lands, intended such a legislature as would be established by the Constitution of the State. It was to a legislature whose powers were certain to be limited by the organic law, to a legislature as a parliamentary body acting within its lawful powers, and by parliamentary methods, and not to the collection of individuals who for the time being might happen to be members of that body, that the authority over these lands was given by the Enabling Act. It follows, therefore, that in executing the authority entrusted to it by Congress the legislature must act in subordination to the State Constitution."

To avoid the uncertainty and confusion that would result after a general election by the participation in the election franchise of those who have not the right to vote, it is the purpose of all those who favour the extension of the franchise to women to bend every effort to secure the ratification of the Nineteenth Amend-

ment by another State. The alternative would be to re-submit the matter to the careful consideration of the Secretary of State for the purpose of determining whether, in his opinion, there is any reasonable ground for the view that the amendment has not been properly ratified. The case of *Fairchild v. Colby*, involving all the questions discussed here and many others in respect to the validity of the Nineteenth Amendment, comes up at the October term of the Court of Appeals of the district of Columbia. It is hardly possible for the Supreme Court to reach the case in time for the general election in November.

The personal views of the writer of this article are wholly immaterial. But we do not see the necessity for the undue haste and unseemly pressure by which the legislatures are pursued. The adoption of an amendment to the Constitution of the United States is a solemn act, and the legislature of each State should be left free to determine this question without the buttonholing and political clap-trap that have been employed in the passage of the last two amendments. Great questions of this kind ought to be decided with the dignity and deliberation which the greatness of the issue requires.

Res Judicatæ

Maintenance and Champerty.

A BRANCH of the common law which still remains in a relatively unsettled state is that relating to maintenance and champerty. An interesting case on this point is that of *Ellis v. Torrington* (1920, 1 K. B. 399; 63 SOLICITORS' JOURNAL, 725), where the Court of Appeal affirmed a decision of Mr. Justice SARGANT. Here a freehold tenement was the subject of three leases, (1) a headlease which expired on 25th December, 1917, (2) an underlease which expired on 18th December, and (3) a sub-underlease which expired on 15th December. All three expired in the same year, nearly about the same date. There were in all three leases onerous covenants to repair and to yield up the premises in good repair. The sub-underlease became vested by assignment in the defendant to the action. His tenant on the same premises was bound to him by less onerous covenants. On 18th December he agreed to purchase the fee simple of the premises, with the benefit of the covenants in the headlease; and in May they were, in fact, so conveyed to him. This obviously created an interesting situation, since the actual tenant thereby became the owner of the fee simple of the premises in which his immediate landlord was but an under-tenant. Well, the tenant failed to do his contractual repairs. The landlord threatened him with an action on his covenant. Thereupon the tenant took an assignment from the tenant's immediate landlord of the benefit of the covenants to repair contained in the sub-underlease, and commenced an action against him for breaches of those covenants. The question arose whether this assignment of unliquidated damages for purposes of litigation was tainted with maintenance or champerty. But the answers appear to be twofold: the plaintiff has not merely a right of action to unliquidated damages—he has also an interest in the property sufficient to support the right to those damages. To purchase a mere right of action to unliquidated damages is void on grounds of public policy, but no similar restriction applies to the purchase of an interest in property which is a fertile source of immediate right of action for unliquidated damages. But, in any case, to suggest a second plea, the tenant's purchase was only in the nature of self-defence. Counter-attack—we were all doubt *ad nauseam* during the late war—is the best possible form of defence.

Seizure of Salary in Bankruptcy.

Bankruptcy law contains some surprises. It is rather a surprise to find that the salary of an employed bankrupt can be attached in the hands of the employer, even without his presence at the hearing when the Court makes the order. Yet such an order was made by the Registrar and sustained by the judge (Mr. Justice HORRIDGE) in *Re Levy, Ex parte the Trustee* (1920, 1 K. B. 674). Here a bankrupt, after his adjudication as such, entered into an agreement of service in writing for one year at a salary of £1,000 with a joint stock company. Subsequently the Registrar made an order under section 51 (2) of the Bankruptcy Act, 1914, that £300, out of a sum of £416 13s. 4d., due to the bankrupt by the company as salary, should be paid by the company to the trustee in bankruptcy. The only parties before the Court at that hearing were the trustee and the bankrupt. The company refused to pay, alleging that the bankrupt had broken his contract with them, and by his breach had so repudiated it as to disentitle him to salary; but on the facts this and other pleas of fact were disallowed by the judge. The Court, on motion by the trustee,

took the view that the sum of £300 was the property of the bankrupt, and that therefore the trustee was entitled to an order for payment against the company.

Court Emergency Powers.

A curious point under the Court Emergency Powers Act of 1914 came before the Divisional Court on a county court appeal in *Barker v. Phillips* (64 SOLICITORS' JOURNAL, 83). The administratrix of a man who had been a member of a friendly society sued the society in the county court for the sum of £10, the funeral benefit to which members were entitled under the rules of the society. The society put in the defence that, as the subscriptions payable according to the rules of the society were in arrear, the policy had lapsed, and the society were not liable. The Court held (1) that this was a good defence, and that the society were not seeking thereby to enforce the lapse of a policy to which section 1, subsection 1, of the Courts (Emergency Powers) Act, 1914, applied; (2) that the county court judge had power to annex, as a condition of appeal, the sum claimed being below £20, that the society should pay the costs of the action and of the appeal in any event.

Invalidity of Attachment Order.

It need hardly be said that an order for attachment should be in clear and definite terms. Yet this is not always recognized by those who draft these orders. *Re Weatherley* (120 L. T. 431) is a case in point: here the Court of Appeal upset an order attaching a solicitor which was couched in decidedly indefinite terms. An order under ord. 52, r. 25, was made requiring W., a solicitor, to deliver to the applicant a cash account shewing all moneys received by him for or on account of the applicant, and to pay to the applicant "the amount due" from him to the applicant. The order did not shew that "amount due" was the amount due on the account, nor did it otherwise identify it. W. did not deliver a cash account, nor did he pay the "amount due," and proceedings were taken to attach him. The Court held that that part of the order which required W. to pay the "amount due" was too indefinite to be enforced by attachment; and that neither the order nor the proceedings for attachment could be severed so as to allow of their being treated as valid in respect of the order to deliver a cash account, and that, therefore, the proceedings for attachment were invalid.

Correspondence.

The Vocation of a Solicitor.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Mortimer was Gazelee's Christian name. The firm was Gumption & Gazelee, and had been thus, with variations, for a century.

The lady who wanted to marry Gazelee was a squire's daughter, and took the advice of her cousin, the earl's daughter. The earl's daughter advised her cousin not to marry Gazelee, as she wanted to, and did marry Gazelee herself. Just look at Dr. Thorne again and you will find my recollection is right.

A CORRESPONDENT.

Corpse Ways.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Mr. Hargreave's letter and enclosure are very interesting. I have often wondered what is the real origin of the curious superstition which undoubtedly existed, and perhaps still survives, in different parts of the country, that to allow a footpath or road to be used for the passage of a corpse raises an irrebuttable presumption that the path or road is a public right of way. I have never heard of a toll being exacted, as in the case referred to in the Addington Parish Magazine, but I have been told more than once of roads normally allowed to be used by the public by licence of the owner, but kept closed on one day in each year, and prohibited to be used for funerals at any time, lest a public right of way should be acquired.

The only explanation of the belief that occurs to me is that in giving evidence in right-of-way cases elderly inhabitants would be asked questions as to the occasional user as of public right of the disputed way many years before, and they might well fix their recollection of such user on a particular occasion by remembering that the path in question was used on the occasion of

A's funeral, A being a friend or relative, and by giving evidence to that effect. A walking funeral party would naturally lighten their task by making use of any short cut they had a right to use. But perhaps someone else can give a better explanation.

H. LANGFORD LEWIS.

4, New-square, Lincoln's Inn.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—There is a road close to the Lizard Lights in Cornwall on which, so recently as last year, the passage of a corpse was denied on the ground that by so doing a right of way would be established.

It occurred to me on hearing this that perhaps the reason might be that if the right to carry a corpse along a road was refused, then no case could be established at any time of the road having been uninterruptedly used for all purposes.

I shall be interested to see what other explanation can be given of this curious custom, which I am informed exists in Yorkshire, and no doubt in other localities.

A. T. CUMMINGS.

Abchurch House, Sherborne-lane, King William-street, E.C. 4.
October 20.

"Concerning Solicitors."

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In your review of the interesting book entitled as above you quote the Gilbertian story recorded by Mr. Birrell in his preface to the effect that whereas when a clergyman is announced in the presence of a small company of English ladies and gentlemen there is "a slight bustle, a little flutter, a sensation," nothing of the kind would happen if the same stranger were introduced as a "Solicitor of the High Court." And Sir William Gilbert is said to have thought this to be exceedingly curious. It is indeed strange what mistakes lawyers make as to their own profession. Apparently neither Mr. Birrell, K.C., nor Sir William Gilbert, barrister-at-law, realized that the proper description of the stranger referred to should have been "Solicitor of the Supreme Court." This is almost as strange as the statement made by Lord Halsbury, ex-Lord Chancellor, and Editor of "The Laws of England," when opposing in the House of Lords the proposal for admission of women into the ranks of solicitors he distinguished present-day solicitors from present-day attorneys by saying that the latter proceeded by writ of summons and the latter by petition.

ANOTHER OF THEM.

CASES OF LAST SITTINGS.

House of Lords.

SCOTTISH UNION AND NATIONAL INSURANCE CO. v. NEW ZEALAND AND AUSTRALIAN LAND CO. (LIM.). 28th and 29th June; 22nd July.

REVENUE—INCOME TAX—COLONIAL INCOME TAX—REPAYMENT—DIVIDEND ON PREFERENCE STOCK PAID IN FULL—CLAIM BY PREFERENCE SHAREHOLDERS TO PARTICIPATE IN COLONIAL REPAYMENT—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), s. 54—FINANCE ACT, 1916 (6 & 7 GEO. 5, c. 24), s. 3.

The respondent company, which carrying on business in the United Kingdom and also in New Zealand and Australia, paid income tax in those countries as well as in the United Kingdom. In paying the dividend on its 4 per cent. preference stock for the year ended 31st March, 1917, the company deducted income tax at the rate of 5s. in the £. It had paid income tax at the rate of 5s. in the £ on its profits made in New Zealand and Australia, and had obtained in respect of that payment a rebate of 1s. 6d. in the £ under section 43 of the Finance Act, 1916. The appellant company, as holders of £10,000 preference stock in the capital of the respondent company, claimed that the tax deducted from their dividend should be decreased pro rata with the repayment.

Held, that the preference shareholders were not entitled to share in the benefit of the repayment, since it was a payment to the company and not to the individual shareholders.

Rover v. South African Breweries (62 SOLICITORS' JOURNAL, 636; 1918, 2 Ch. 233) overruled.

Appeal from an interlocutor of the Second Division of the Court of Session pronounced in a special case stated at the instance of the respondents. The question for the determination of the Court was whether, in paying the dividend of 4 per cent. on its preference stock, the respondent company was entitled to deduct from the dividends paid in the United Kingdom income tax at the rate of 5s. in the £, or at the net rate to be ascertained by taking into account the amount of the tax repaid to the respondent company under section 43 of the Finance Act, 1916—i.e., at the rate of 3s. 6d. in the £. The courts in Scotland held that

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the respondent company had rightly deducted 5s. in the £ in paying the dividend to its preference shareholders, as the colonial tax was paid by the company and by it only. After consideration,

Lord FINLAY, after stating the facts, said that the terms of section 43 of the Finance Act, 1916, appeared to be decisive against the appellants' claim. The person, and the only person, who could claim the repayment was the company. It was the company which paid the colonial tax and the United Kingdom tax. The preference shareholders had paid by deduction the United Kingdom tax, but they did not pay the colonial income tax. It could not be contended that in paying the colonial tax the company acted as agent for the preference stockholders. The colonial income tax had to be paid in the colony, and the profits could not be remitted to the United Kingdom without paying it. It stood exactly on the same footing as any expenses necessarily incurred in the business of the company in the colonies. The sums repaid by the Commissioners went into the assets of the company, and would fall into the dividend payable to the ordinary shareholders, whose dividends would otherwise have been diminished by the whole amount of the disbursements for the colonial income tax. It was on the ordinary shareholders that the burden of this colonial tax, as of all other business expenses, fell, and any relief by repayment in respect of it ought, in all fairness, to go into the funds of the company, and so inure for the benefit of those who bore the burden. The preference shareholders were not entitled to anything out of the funds of the company after the 4 per cent. had been paid. In the case of *Rover v. South African Breweries (Limited)* (62 SOLICITORS' JOURNAL, 636; 1918, 2 Ch. 233), Astbury, J., gave a decision in favour of the preference shareholders on the very point which was under consideration in this appeal. The main ground on which that decision was rested was that the company were only entitled to charge against the preference shareholder, by way of deduction, the sum which they had actually paid for United Kingdom income tax, and that, where there was a repayment of a portion of the sum paid, it came to the same thing as if, in the first instance, a reduced sum had been paid. So, of course, it did as regards the effect of the transaction on the pocket of the person paying. But it by no means followed that because such a repayment had been made under section 43 the case could be dealt with on the assumption that what took place was equivalent to a reduction of the United Kingdom income tax by the amount returned. The wording of the section showed that that was not what was meant. It was only the person who paid the tax that was entitled to apply for the repayment in respect of the colonial taxes, which had been paid on the same proportion of income. He therefore thought the decision in the *Rover's case* (*supra*) was erroneous. It appeared to him that the considerations adverted to in the earlier part of this judgment, which showed that the preferential stockholder could not be entitled to this repayment, were overlooked. The decision proceeded simply on the assumption that the repayment had the effect of diminishing *pro tanto* the United Kingdom income tax. The appeal should be dismissed.

Lords HALDANE, CAVE and SHAW of DUNFERMLINE gave judgments to the same effect, and Lord DUNEDIN expressed concurrence in the decision arrived at.—COUNSEL, for the appellants, *Moncrieff, K.C., H. P. Macmillan, K.C., and A. C. Black*; for the respondents, *Condie Sandeman, K.C., Austen-Cartmell and Donald Jamieson*, AGENTS, for the appellants, *John Kennedy, W.S., London*, for *Cowan & Dalnabay, W.S., Edinburgh*; for the respondents, *Sherwood & Co., London*, for *Macloy, Murray, & Spens, Glasgow*, and *J. & J. Ross, W.S., Edinburgh*.

[Reported by ESKINE REID, Barrister-at-Law.]

BRITISH AND FOREIGN MARINE INSURANCE CO. v. WILSON SHIPPING CO. (LIM.). 2nd, 5th, 30th July.

INSURANCE (MARINE)—SHIP CHARTER BY ADMIRALTY UNDER A T.99 CHARTER—DAMAGE BY MARINE RISK—SUBSEQUENT TOTAL LOSS DURING CURRENCY OF POLICY BY WAR RISK—MERGER—CLAIM AGAINST MARINE RISK UNDERWRITERS.

At all material times the respondents' ship *Eastlands* was chartered by the Admiralty under the form of charter known as T.99. By a policy of marine insurance dated 16th March, 1917, the steamer was insured against marine risks only (including particular average) for a period of twelve months. It was subject to the Institute times clauses, which provided that in no case should the underwriters be liable for unrepaid damage in addition to a subsequent total loss sustained during the term covered by the policy. On three occasions in September and October, 1917, the steamer suffered damage through collision, fire, and grounding, but the greater part of this damage remained unrepaid, and the cost of the unexecuted work was agreed at £1,770. On 25th January, 1918, the steamer was sunk by a submarine. It was agreed between the Admiralty and the respondents that £82,000 represented the sound value of the vessel at the time of her loss, but the Admiralty deducted from that sum £1,770, representing the unrepaid damage. The respondents claimed to recover that sum from the appellants representing the underwriters.

Held, that when a vessel insured against perils of the sea was damaged by one of the risks covered by the policy, and before that damage was repaired was lost during the currency of the policy by a risk which was not covered by the policy, then the insurer was not liable for such unrepaid damage.

Decision of the Court of Appeal (122 L. T. Rep. 615) reversed, and judgment of Bailhache, J. (reported 1919, 2 K. B. 643), restored.

Appeal by the insurance company who, with others, had subscribed a policy on the respondents' ship *Eastlands*, which was lost under

circumstances stated fully in the head note. After consideration, their lordships allowed the appeal.

Lord BIRKENHEAD, C.:—In this case the question was whether under a policy of marine insurance the assured could recover in respect of damage suffered by the ship insured during the currency of the policy when the ship was totally lost before damage was repaired. It was evident that two aspects of that question might arise: (1) Where the total loss was caused by a peril insured against by the policy; (2) where the total loss was not covered by that policy. The first case, as to which no question was raised on this appeal, was governed by section 77 (2) of the Marine Insurance Act, 1906. The second case was not dealt with by that Act. The authorities shew in conformity with the provisions contained in section 91 (2) of that Act that "the rules of common law, including the law merchant, save in so far as they are inconsistent with the express provisions of this Act, shall continue to apply to contracts of marine insurance." The earliest case was *Lieft v. Janson* (1810, 12 East, 648), where Lord Ellenborough laid it down that "where the property deteriorated was afterwards totally lost to the assured and the previous determination became ultimately a matter of perfect indifference to his interests, he could not make it a ground of claim upon the underwriters." In whatever form the principle on which that decision was based should be stated, the decision itself was clearly right. His lordship referred to *Stewart v. Steele* (5 Scott N. R. 927), *Knight v. Faith* (15 Q. B. 649); *Arnould on Marine Insurance* (2nd Ed., Vol. 2, pp. 1003-4); *Lidgett v. Societon* (L. R. 6 C. P. 616), and *Pitman v. Universal Marine Insurance Co.* (9 Q. B. D. 192), and said that these authorities established the existence of a rule by which underwriters were not liable for unrepaid damage if there was a total loss before the expiration of the policy. It was beyond doubt that if the respondents had been their own insurers they could not have recovered. Their argument in effect was that by an independent contract of their own which conferred on them a right of indemnity, they had been enabled to increase the burden on the insurers, and this by reason of the circumstance that, as it had been applied, they had not obtained a complete indemnity. As to the amount which the Admiralty deducted from the "sound" value, the respondents were their own insurers, and their loss was due therefore not to a peril insured against, but to their failure to obtain complete indemnity under the terms of their charter-party. Such a case was no concern of the underwriters, and could not, in his judgment, be treated as a material fact in determining their liability.

Lords FINLAY, SHAW, MOULTON, and SUMNER gave judgment to the like effect. The appeal of the underwriters was accordingly allowed, with costs.—COUNSEL, for the appellants, *Mackinnon, K.C., and Cloughton Scott*; for the respondents, *R. A. Wright, K.C., and W. A. Jowitt*. SOLICITORS, *Parker, Garrett, & Co.; Downing, Handcock, Middleton, & Lewis*.

[Reported by ESKINE REID, Barrister-at-Law.]

Court of Appeal.

ATTWOOD v. LAMONT. No. 1. 16th and 21st June; 30th July.

CONTRACT—RESTRAINT OF TRADE—SERVICE AGREEMENT—COVENANT AGAINST COMPETITION IN ANY BRANCH OF MASTER'S BUSINESS—DURATION UNLIMITED—RADIUS OF TEN MILES—SEVERABILITY—VALIDITY OF SEVERED.

A man who was an experienced tailor's cutter was engaged as manager of the tailoring branch of a general clothing, drapery, millinery and outfitting business consisting of many independent departments. He entered into a service agreement not to trade in opposition to his employer in any branch of his business at any time after leaving his service in any place within a radius of ten miles from the employer's place of business. After leaving the service he set up as a tailor in a town outside the radius, but executed orders for a number of his former employer's customers inside the radius.

Held, reversing the decision of the King's Bench Division (1920, 2 K. B. 146), that the covenant was not severable so as to be applied only to the trade of a tailor, and was wider than was reasonable for the protection of the employer, and therefore ought not to be enforced.

Per Younger, L.J.: Even if it were severed, the agreement would still be too wide.

Appeal by the defendant from a judgment of the Divisional Court (Bailhache and Sankey, J.J.) (reported 1920, 2 K. B. 146), on an appeal from the county court judge at Kidderminster (His Honour Judge Ingham). The plaintiff carried on a general clothing, tailoring and outfitting business at Kidderminster, and in 1909 he and his then partner engaged the defendant, a tailor's cutter, as an assistant in the tailoring department at a yearly salary of £208 per annum and a commission on orders obtained. The parties entered into a written agreement described as an agreement "not to trade in opposition," which contained a covenant by the defendant that he would not "at any time hereafter either on his own account or on that of any wife of his or in partnership with or as assistant, servant or agent to any other person, persons or company carry on or in any way be directly or indirectly concerned in any of the following trades or businesses; the trade or business of a tailor, dressmaker, general draper, milliner, hatter, haberdasher, gentleman's, ladies' or children's outfitter, at any place within a radius of ten miles of the employer's place of business at Kidderminster." The plaintiff carried on all the various classes of business mentioned in the covenant, but the defendant acted as manager of the

tailoring department, and had nothing to do with the other departments. In March, 1919, he left the plaintiff's employment and set up business as a tailor at Worcester, more than ten miles from Kidderminster. He, however, approached a number of the plaintiff's customers, and made clothes for them to their orders, the clothes being tried on and delivered in Kidderminster. The plaintiff then brought this action in the county court for an injunction to restrain the defendant from committing any breach of the agreement in future, and for damages for the breaches already committed. The county court judge held that the agreement was wider than was necessary for the reasonable protection of the plaintiff, and that it was not severable. He gave judgment for the defendant. On appeal, the Divisional Court held that the covenant was severable by limiting its operation to the trade or business of a tailor, that it ought to be severed, and as so severed was objectionable and ought to be enforced. The defendant appealed. *Civ. adv. vult.*

THE COURT allowed the appeal.

LORD STERNDAL, M.R., having stated the facts of the case and read the agreement, said that it was not seriously contended on behalf of the plaintiff that the agreement could be supported to the full extent of its terms, but it was argued that the restriction as to the tailoring business could be severed from those relating to the other businesses, and that when so severed it was a reasonable and valid agreement. The case was tried in the county court at Worcester, and the learned county court judge decided that the contract was not severable, and was wider than was reasonably necessary. On appeal the Divisional Court held that the contract was so severable, and that, when so severed and confined to the tailoring business, it was reasonable and valid. Judgment was therefore given for the plaintiff. Two questions therefore arose: (1) Was the contract severable? (2) If so, was the agreement, when confined to the tailoring business, valid? Those were difficult questions, as they required the reconciliation of two principles—(1) that of freedom of contract by which a person was held bound by his agreement; (2) that of freedom of work by which an employer was prevented from restraining a servant from exercising his energies in work for himself and others to an extent greater than necessary for the employer's protection. They were also made more difficult by an alteration in the tendency of decisions on the subject, the earlier cases tending to the enforcement of the former principle, and the later decisions, especially those of *Mason v. Provident Clothing Company* (1913, A. C. 729) and *Herbert Morris (Limited) v. Szalby* (1916, 1 A. C. 688), being in favour of the stricter application of the latter. The result necessarily followed that statements in some of the earlier cases required in the light of the later decisions considerable modification before acceptance. The doctrine of severability had been much criticised by Fletcher Moulton, L.J., in *Mason's case* (*supra*), and by Neville, J., in *Goldall v. Goldman* (1914, 2 Ch. 603, 613). Those criticisms, however, were not accepted by the Court of Appeal in *Goldall v. Goldman* (1915, 1 Ch. 292), or by Sargant, J., in *Nevanas v. Walker* (1914, 1 Ch. 413). It was therefore still the law that a contract could be severed if the several parts were independent of one another, and could be severed without affecting the meaning of the part remaining. That had been sometimes expressed, as by the Divisional Court in the present case, by saying that the severance could be effected if the part severed could be removed by running a blue pencil through it. He (his lordship) preferred the statement of principle by Sargant, J., in *Nevanas v. Walker* (*supra*, at p. 423), where he expressed it as follows:—"I do not think that those remarks were intended to be applicable to cases where the two parts of a covenant are expressed in such a way as to amount to a clear severance by the parties themselves and as to be substantially equivalent to two separate covenants." It remained, therefore, to be considered whether the covenant in the present case could be considered as though it contained a number of covenants each relating to a separate trade. According to the decision in *Morris v. Szalby* (*supra*) a master could only place a restraint upon the actions of his servant to the extent necessary to protect himself against an improper use by the servant of the knowledge which he had acquired in his master's service; per Lord Atkinson (1916, 1 A. C., at pp. 700 and 702) and Lord Parker (at p. 704). It was argued on behalf of the appellant that no restraint could be good unless it was specifically stated to be limited to the acts described. He (his lordship) did not agree with that contention; still, any restraint beyond what was necessary to prevent such practices, and especially a restraint against competition only, was too wide. It was necessary to examine the meaning of the agreement as unsevered in order to see whether it complied with the principles above stated, and then to see whether the severance altered the original meaning and effect of the agreement, or only limited the sphere of its operation. It was indorsed "agreement not to trade in opposition within a radius of ten miles of Regent House, Kidderminster." There would be little importance to be attached to the words as to competition in the agreement if they stood by themselves, because any restraint involved some prohibition against trading in opposition, but it was permissible to look at the circumstances in which the agreement was made to arrive at its meaning. It was a common form agreement required from the head of every department, and each such head was required to agree not to engage in the business of any department, however distinct from that of his own, however unlikely or even impossible it might be for such head to be brought into contact with the customers of the other departments. Apart from the evidence, it was clear that that was a scheme by which every head of a department was to be restrained from competition with the plaintiff even in the business of

departments with the customers of which he was never brought into contact. If so, it was an agreement not to trade in opposition, and not an agreement to restrain the unfair use of secrets or knowledge of customers acquired by the servant in the employer's service. To effect that object the retention of the restraint as to the whole business was necessary. To strike out all but the tailoring department would alter entirely the scope and intention of the agreement. He (his lordship) was of opinion that such a severance would not come within the principle stated by Sargant, J., and therefore the agreement should not be severed. The agreement therefore was invalid, for as it stood it was far too wide, and it was unnecessary to consider whether it could be upheld if it were severed. The appeal would be allowed and judgment entered for the defendant, with costs.

ATKIN, L.J., concurred.

YOUNGER, L.J., delivered a long and exhaustive judgment to the same effect, reviewing the history of the doctrine of restraint of trade, and tracing the decisions in *Mason v. Provident Clothing Company* and *Morris v. Szalby* (*supra*) to the adoption and extension by the House of Lords of the test laid down by Lord Macnaghten in the *Nordenfelt* case (1894, A. C., at p. 566), distinguishing the cases of covenants between vendor and purchaser from those between master and servant—a distinction which did not occur to judges of an earlier day. In the light of those cases, all the previously accepted rules as to the doctrine of severance required entire reconsideration. The contract, he held, was not severable, but, even if it were severed, it was a restraint against competition only, and still too wide to be reasonable.—COUNSEL: DISTURNAL, K.C., and R. A. WILLES; COMPTON, K.C., and R. H. NORRIS, SOLICITORS, A. C. DOWLING, for *Eustace Roberts*, Worcester; MILNER & BICKFORD, for *H. G. Ivens*, Kidderminster.

(Reported by H. LANGFORD LEWIS, Barrister-at-Law.)

New Orders, &c.

Ministry of Food Orders.

THE BACON, HAM AND LARD (SALES) ORDER, No. 2, 1920.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby orders that, except under the authority of the Food Controller, the following Regulations shall be observed by all persons concerned:—

1. *Maximum prices on sales of imported bacon, ham and lard.*—(a) A person shall not sell or offer or expose for sale or buy or offer to buy any imported bacon, ham or lard at prices exceeding the maximum prices provided by or by notice under this Order.

(b) Until further notice the maximum prices shall be as follows:—

(i) On the occasion of a sale of imported bacon, ham or lard by an approved agent selling on account of the Food Controller to a nominated wholesaler, prices at the rates set out in Column "A" of the First Schedule.

(ii) On the occasion of a sale of imported bacon, ham or lard by an approved agent selling on account of the Food Controller to a person other than a nominated wholesaler, prices at the rates set out in Column "B" of the First Schedule.

(iii) On the occasion of a sale of imported bacon, ham or lard, which is not a sale by retail and also is not a sale to which sub-clause (i) or (ii) applies, subject to the provisions of Clause 16 (c), prices at the rates set out in the Second Schedule.

(iv) On the occasion of a sale of imported lard by retail, prices at the rates set out in the Third Schedule.

2. *Cost of delivery under First and Second Schedules.*—(a) The maximum prices prescribed in Part I. of the First Schedule, and Part I. of the Second Schedule are fixed on the basis that the cost of delivery to the buyer's premises is borne by the buyer, and no sales of the kinds of bacon, ham or lard specified therein shall be made on any other basis.

(b) The maximum prices prescribed in Part II. of the First Schedule and Parts II. and III. of the Second Schedule are fixed on the basis that the cost of delivery to the buyer's premises is included in the price, and no sales of the kinds of bacon or ham specified therein shall be made on any other basis.

3. *Terms of payment under First and Second Schedules.*—(a) On the occasion of a sale to which the First or Second Schedule applies the terms of sale shall be, at the seller's option, either:—

(i) Payment before delivery, with discount at the rate of 5 per cent. per annum for two months.

(ii) Payment within 7 days of the date of invoice, with discount at the rate of 5 per cent. per annum for two months.

(iii) Payment after 7 days of the date of invoice with discount at the rate of 5 per cent. per annum for the unexpired portion of two months and 3 days from date of invoice.

(b) For the purpose of this Clause "date of invoice" shall mean the date of sale or the date when the goods were ready for despatch to the buyer, whichever shall be the later.

4. *Permitted charge for wrappers on certain sales.*—Where on the occasion of a sale other than :—

(d) a sale in original packages as imported, or

(b) a sale by retail;

the seller provides wrappers or other packing materials, the cost of the same may be charged to the buyer in addition to the prices prescribed under this Order; provided that such cost shall be shewn separately on the invoice and shall be refunded in full to the buyer on his returning the wrappers or packing materials to the seller in good condition, fair wear and tear excepted.

5. *Terms on retail sales.*—On the occasion of a sale to which the Third Schedule of this Order applies :—

(a) Where delivery is made at the request of the buyer otherwise than at the seller's premises, an additional charge may be made in respect of such delivery not exceeding a sum at the rate of $\frac{1}{4}$ d. per lb. or any larger sum actually and properly paid by the seller for carriage,

(b) No charge may be made for packing, for packages or for giving credit.

6. *Invoices.*—On the occasion of a sale other than a sale by retail of any bacon, ham or lard, the seller shall give to the buyer an invoice, accurately stating (i) whether the bacon, ham or lard is imported or home-produced, and (ii) in the case of imported bacon or ham the country of origin, and (iii) in the case of imported bacon or ham sold in unbroken import packages other than bales, the name of the shipper's brand.

7. *Retailers to display prices.*—Every person selling imported lard by retail shall, so long as he has any imported lard for sale, display prominently at the place of sale a notice stating the maximum retail price for the time being applicable under this Order.

8. *Labels.*—(a) A person shall not expose for sale by retail any bacon, ham or lard unless such bacon, ham or lard bears at the time of exposure for sale a label accurately describing the same as "imported" or "home-produced" as the case may be, so as to be easily readable by the customers.

(b) Where only home-produced or only imported bacon, ham or lard is exposed for sale on any slab, rail or counter, it shall be a sufficient compliance with the requirements of this clause if the slab, rail or counter bears in a conspicuous position such a label.

9. *Prohibited cuts and processes.*—(a) A person shall not cure for the purposes of sale any cut of imported bacon or ham other than a cut specified in Part II. of the Second Schedule or prepare for sale any cut of imported bacon or ham cured in the United Kingdom by any process not specified against that cut in Part II. of the Second Schedule, or sell or buy except by retail any imported bacon or ham cured in the United Kingdom in any cut or prepared by any process not specified in Part II. of the Second Schedule.

(b) A person shall not on the occasion of a sale other than a sale by retail sub-divide any cut of imported bacon or ham specified in Part II. of the Second Schedule, or prepare any such cut for sale by a process not specified against that cut in Part II. of the Second Schedule, or sell or buy any such cut so sub-divided or prepared, except that on the occasion of a sale of a Wiltshire side to a retailer the seller may, at the written request of the retailer, cut the Wiltshire side and sell on behalf of the retailer any fore-end, middle or gammon obtained therefrom, provided that the seller shall keep a separate record of all such transactions.

10. *Records.*—Every person selling any bacon, ham or lard, including any cuts from Wiltshire sides sold under the provisions of Clause 9 of this Order, shall produce all books of account, records and invoices to any person authorized by the Food Controller to inspect the same so far as is necessary for the purposes of shewing whether or not he is complying with the provisions of this Order.

11. *Fictitious transactions.*—A person shall not, in connection with any sale or disposition or proposed sale or disposition of any imported bacon, ham or lard, enter or offer to enter into any artificial or fictitious transaction or make or demand any unreasonable charge.

12. *Exceptions.*—Nothing in this Order shall apply to sales of bacon, ham or lard by a caterer for consumption as part of any meal provided by him in the ordinary course of his business as a caterer.

13. *Interpretation.*—The expression "approved agent" shall mean an agent approved by the Food Controller under this Order.

The expression "nominated wholesaler" shall mean a wholesale dealer for the time being nominated by the Food Controller under this Order.

The expression "bacon" shall include shoulders and picnics, but shall not include pickled pork or cured pigs' heads.

The expression "lard" shall not include neutral lard or compound.

The expression "Pale dried" with respect to bacon or ham shall mean

(a) stove dried or

(b) dried by free exposure to dry air for at least five days.

The expression "imported" shall mean, with respect to any bacon, ham or lard, cured or manufactured outside the United Kingdom or cured or manufactured in the United Kingdom from pigs raised outside the United Kingdom.

The expression "home-produced" shall mean, with respect to any bacon, ham or lard, other than imported as defined.

Lard which contains any imported lard shall be deemed to be imported lard.

14. *Penalties.*—Infringements of this Order are summary offences under the Ministry of Food (Continuance) Act, 1920.

15. The Bacon, Ham and Lard (Sales) Order, 1920 [Revocation, S.R. & O., 1920, Nos. 499, 682 and 1343], as amended is hereby revoked but without prejudice to any proceedings in respect of any contravention thereof.

16. (a) This Order may be cited as the Bacon, Ham and Lard (Sales) Order, No. 2, 1920.

(b) Except Clauses 6, 8 and 9 this Order shall not apply to Ireland.

(c) This Order shall come into force on 15th September, 1920, except that as respects sales of imported bacon and ham to which Part III. of the Second Schedule applies, this Order shall come into force on a date to be prescribed by the Food Controller by Notice under this Order.

14th September.

[Three Schedules.]

THE JAM (SALES) ORDER, 1920.

1. *Constituents and description.*—A person shall not sell or offer or expose for sale any jam unless the same complies with the following provisions :—

(a) The water soluble extract of jam shall not be less than 65 per cent. of the total weight of such jam.

(b) Not more than 10 per cent. of the jam measured by weight shall consist of added fruit juice.

(c) Where more than one variety of fruit or vegetable is used in the making of a jam (other than in the form of added fruit juice not exceeding the quantity specified in sub-clause (b)) each such variety must be mentioned in the description, but so that where any fruit or fruits contained in such jam is less than 25 per cent. of the total fruit content, the name of such fruit or fruits shall be prefaced in the description by the words "Flavoured with" in such form as to be easily readable by the buyer.

(d) The provisions of sub-clause (c) shall not apply to jam sold under the title of "Mixed Jam" or "Mixed Fruit Jam."

(e) Notwithstanding the provisions of sub-clause (c), jam made from rhubarb and preserved ginger may be sold under the description "Rhubarb and Preserved Ginger" provided that the quantity of preserved ginger contained in such jam is not less than 20 per cent. of the total fruit content.

2. *Marmalade.*—Without prejudice to the provisions of Clause 1, a person shall not sell or offer or expose for sale any article under the description of marmalade or under any description of which the word "marmalade" forms part, unless

(a) only citrous fruits, citrous fruit juices and sugar or other sweetening substances have been used in the making thereof, or

(b) each variety of fruit or vegetable used in the making thereof is mentioned in the description.

3. (a) A person shall not sell or offer or expose for sale or deliver pursuant to any contract of sale, whether by wholesale or by retail, any jam in a container unless such container bears :—

(i) the name and address of the manufacturer of the jam, including in the case of any jam imported from any of the British Dominions beyond the seas the name of the Dominion, and

(ii) except where the jam is packed in usual containers with a net content of 1 lb., 2 lbs., 3 lbs., or 7 lbs., the guaranteed net weight of the contents.

(b) A person shall not make or knowingly connive at the making of any false statements as to the matters set out in sub-clause (a) or alter or deface any label or other writing regarding such matters.

(c) *Dominion jam exception.*

4. *Defence.*—If in any proceedings against a person in respect of a sale or offer or exposure for sale of jam not made by him, it is proved that an offence has been committed, but the person charged with the offence proves :—

(a) that he sold or offered or exposed for sale the jam in the container in which he received it,

(b) that he had no reason to believe that the jam did not, as respects content, weight, description and labelling, comply with the provisions of this Order;

(c) that he has given due notice to the prosecutor that he intends to rely on the provisions of this Clause;

such person shall be entitled to be discharged from the prosecution.

5. *Samples for analysis.*—A person authorized in that behalf by the Food Controller or a Commissioner to procure for analysis samples of jam shall have all the powers of procuring samples conferred by the Sale of Food and Drugs Acts, and a person selling jam shall, on tender of the price for the quantity which he shall reasonably require for the purpose of analysis, sell the same to him accordingly.

6. *Certificate of analyst.*—In any proceedings in respect of an infringement of this Order the production of the certificate of the principal chemist of the Government Laboratories, or of an analyst appointed under the Sale of Food and Drugs Acts, shall be sufficient evidence of the facts therein stated unless the defendant shall require that the person who made the analysis shall be called as a witness. The certificate of the principal chemist or of the analyst shall, so far as circumstances permit, be in the form required by the Sale of Food and Drugs Acts.

7. *Records.*—Every person selling jam shall produce all books of account, records and invoices to any person authorized by the Food Controller to inspect the same, so far as necessary for the purpose of shewing whether or not he is complying with the provisions of this Order as respects content, weight, description and labelling.

8. *Interpretation.*—For the purpose of this Order:—

"Jam" shall include jelly, conserve and marmalade.

"Commissioner" means in England and Wales any person appointed by the Food Controller as Divisional Food Commissioner, and in Scotland the person appointed by the Food Controller as Food Commissioner for Scotland.

9. *Penalty.*—Infringements of this Order are summary offences under the Ministry of Food (Continuance) Act, 1920.

10. *Revocation.*—The Jam (Prices) Order, 1920 [S.R. & O. No. 418 of 1920], is hereby revoked as on the 23rd August, 1920, but without prejudice to any proceedings in respect of any contravention thereof.

11. *Title and commencement.*—(a) This Order may be cited as the Jam (Sales) Order, 1920.

(b) This Order shall come into force on the 23rd August, 1920.

THE CANNED SALMON (PRICES) ORDER, 1920.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920, and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following Regulations shall be observed by all persons concerned:—

1. This Order shall apply to canned salmon whether contained in tins, glasses or jars.

2. A person shall not sell or offer or expose for sale or buy or offer to buy any canned salmon at prices exceeding the maximum prices for the time being applicable under this Order.

3.—(a) Until further notice on the occasion of a sale, other than a sale by retail, of any canned salmon in containers of the kinds mentioned in the first column of the Schedule to this Order, the maximum price shall be the price set opposite the same in the second column of the Schedule.

(b) The foregoing maximum price is fixed on the basis of the following terms and conditions being applicable to the transaction:—

(i) Payment to be net cash within one calendar month of delivery, and moneys then unpaid thereafter to carry interest not exceeding a rate of 5 per cent. per annum or bank rate, whichever shall be the higher.

(ii) Delivery to be at the buyer's premises.

(iii) Where any canned salmon is sold in less quantities than full trade packages, the seller to be entitled to make an additional charge for counting out such less quantities, not exceeding a sum at the rate of 2d. per dozen containers in respect of the containers so counted out.

(iv) No charge to be made for packing, packages or any service incidental thereto.

(v) Where canned salmon is sold under the packer's labels, an allowance at the rate of half of 1 per cent. to cover the loss occasioned by blown, burst, rusty or defective containers to be made by the seller.

Where the contract is made on terms and conditions other than the above, a corresponding adjustment shall be made in the maximum price.

4.—(a) Until further notice on the occasion of a sale by retail of any canned salmon in containers of the kinds mentioned in the first column of the Schedule to this Order the maximum price shall be the price set opposite the same in the third column of the Schedule.

(b) The foregoing maximum price is fixed on the basis of the following terms and conditions, namely, no additional charge shall be made for containers or for any cases or packages or for giving credit or for delivery, except that where any canned salmon is delivered at the request of the buyer otherwise than at the seller's premises, an additional charge may be made in respect of such delivery not exceeding a sum at the rate of 1d. per lb. or any larger sum properly and actually paid by the seller for carriage.

5. Every person selling canned salmon by retail shall keep posted inside his premises in a conspicuous position so as to be clearly visible to all customers throughout the whole time during which canned salmon is being sold or exposed for sale a notice stating in plain words and figures the maximum prices applicable under this Order on a sale of canned salmon by retail.

6. The Food Controller may from time to time by notice under this Order prescribe further or other prices for canned salmon.

7. A person shall not, in connection with the sale or proposed sale or disposition of any canned salmon, enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

8. For the purposes of this Order the expression "sale by retail" shall mean any sale other than a sale to a person buying for the purpose of re-sale, and shall include any sale to a person for the purposes of a catering business carried on by him.

9. Nothing in this Order shall apply to sales of canned salmon by a caterer for consumption as part of any meal provided by him in the ordinary course of his business as a caterer.

10. Infringements of this Order are summary offences under the Ministry of Food (Continuance) Act, 1920.

11. The Canned Salmon (Prices) Order, 1919, is hereby revoked, but without prejudice to any proceedings in respect of any contravention thereof.

12.—(a) This Order may be cited as the Canned Salmon (Prices) Order, 1920.

(b) This Order shall come into force on the 7th October, 1920.

[Schedule of Prices.]

THE RICE (RETAIL PRICES) ORDER, 1920.

Notice of Revocation.

In exercise of the powers conferred upon him by the Ministry of Food (Continuance) Act, 1920 [S.R. & O. No. 404 of 1920], and of all other powers enabling him in that behalf, the Food Controller hereby revokes as on the 30th August, 1920, the Rice (Retail Prices) Order, 1920, but without prejudice to any proceedings in respect of any contravention thereof.

27th August.

Board of Trade Order.

DEFENCE OF THE REALM.

THE LOCAL AUTHORITIES (GAS AND COAL) (SCOTLAND) ORDER, 1920.

In pursuance of the powers conferred on me by Regulation 23 as read with Regulation 24 of the Defence of the Realm Regulations, and by arrangement with the Board of Trade, I hereby order as follows:—

(1) In this Order the expression "Local Authority" shall mean the Council of a County or Burgh or any District Committee to which a County Council shall delegate its powers under the Coal (Emergency) Order, 1920.

(2) I hereby confer and impose upon the Local Authority and upon such of their officers as they may designate or appoint for the purpose the powers and duties necessary to provide for the due discharge within their district, in conformity with the Defence of the Realm Regulations, of the functions assigned to Local Authorities by the Gas and Coal (Emergency) Order, 1920, the Lighting, Heating and Power (Emergency) Order, 1920, and the Coal (Emergency) Order, 1920.

(3) (a) Any expenses incurred by a Local Authority in the execution of this Order shall be defrayed out of the public health general assessment provided that such expenses shall not be reckoned in any calculation as to the statutory limit of that assessment.

(b) Where any Local Authorities have combined for any of the purposes of this Order, any expenses incurred by these Local Authorities under this Order shall be defrayed in such proportions as may be agreed upon, or in default of agreement as may be determined by me.

(4) A District Committee, Parish Council, Education Authority or other local body may make available without charge, or on such terms as may be agreed, to a Local Authority or to any Committee appointed by the Authority, any of their premises and the services of any of their officers for the purposes of the Gas and Coal (Emergency) Order, 1920, the Lighting, Heating and Power (Emergency) Order, 1920, and the Coal (Emergency) Order, 1920.

(5) This Order may be cited as the Local Authorities (Gas and Coal) (Scotland) Order, 1920.

16th October.

Poisons and Pharmacy Regulations.

Whereas by section 2 of the Poisons and Pharmacy Act, 1908, it is, amongst other things, enacted that "so much of the Pharmacy Act, 1868, as makes it an offence for any person to sell or keep open shop for the sale of poisons, unless he is a duly registered pharmaceutical chemist or chemist and druggist, and conforms to regulations made under section one of that Act, shall not apply in the case of poisonous substances to be used exclusively in agriculture or horticulture for the destruction of insects, fungi or bacteria, or as sheep dips or weed killers which are poisonous by reason of their containing arsenic, tobacco, or the alkaloids of tobacco, if the person so selling or keeping open shop is duly licensed for the purpose under this section by a local authority, and conforms to any regulations as to the keeping, transporting and selling of poisons made under this section, but nothing in this section shall exempt any person so licensed

from the requirements of any other provision of the Pharmacy Act, 1868, or of the Arsenic Act, 1851, relating to poisons;" and that "His Majesty may by Order in Council make regulations as to

"(a) the granting of licences under this section; and

"(b) the duration, renewal, revocation, suspension, extent and production of such licences; and

"(c) the keeping, inspection and copying of registers of licences; and

"(d) the fees to be charged for licences and for inspection and copying of registers; and

"(e) the keeping, transporting and selling of the poisonous substances to which this section applies;

and generally for the purposes of carrying this section into effect":

And whereas by Orders in Council, dated respectively 2nd April, 1909, and 10th November, 1911, certain Regulations, hereinafter called "the Principal Regulations," and certain additional Regulations, were severally made in pursuance of the said Act:

And whereas it is expedient that certain further variations should be made in the Regulation numbered 14 of the principal Regulations as varied by the said Order in Council, dated 10th November, 1911:

And whereas the provisions of section one of the Rules Publication Act, 1893, have been complied with:

Now, therefore, His Majesty, by and with the advice of His Privy Council, doth hereby make the Regulation which is hereunto annexed, and doth hereby order that that Regulation do come into force forthwith, and do continue in force until revoked or varied by any Regulation which may hereafter be made under the said recited enactment.

12th October.

REGULATION REFERRED TO IN THE FOREGOING ORDER IN COUNCIL.

POISONS AND PHARMACY ACT, 1908.

The following Regulation shall be substituted in place of No. 14 of the principal Regulations as varied by the Order in Council dated 10th November, 1911:

A poisonous substance shall not be sold except in an enclosed vessel or receptacle as received from the manufacturer, which vessel or receptacle must be of sufficient strength to withstand rough usage, securely closed and free from leakage and distinctly labelled with the name of the substance and the word "Poison," and with the name and address of the seller, as provided by section 17 of the Pharmacy Act, 1868, and also with a notice of the special purpose for which it has been prepared. For the purposes of this Regulation the person on whose behalf any sale is made shall be deemed to be the seller.

Societies.

The Law Society.

(Continued from p. 15.)

THE LIVERPOOL MEETING—(cont.)

TUESDAY'S PROCEEDINGS—(contd.).

LOCAL RATES.

Mr. H. F. BROWN, LL.B. (Mayor of Chester), read a paper entitled "Rating of National Services," summarising his conclusions as follows:—(1) National services, such as poor relief, police, public health, main roads, and education, should be paid for wholly out of money raised by taxation as distinguished from rating. (2) The local administration of national services is not a privilege to be paid for; it is a burden borne by local authorities and a relief to the Exchequer which otherwise would have to pay for services which are now rendered voluntarily. (3) It is a fallacy to suppose that by making local authorities contribute largely to the cost of national services economy is secured; the present divided responsibility leads to extravagance. (4) Expenditure on national services is prescribed by Parliament and Official Departments which it has created. They take no account of money provided out of the rates; local authorities take no account of money provided out of the taxes. The cost of national services is therefore glossed over, to the detriment both of the taxpayer and the ratepayer. (5) Local administration of national services at the cost of the State has been proved to be practicable, and it would tend to economy. (6) Although it is an injustice that owners or occupiers of real property should make an extra contribution towards the cost of national services, the exigencies of the Chancellor of the Exchequer and the fear of doing anything to benefit landowners will compel them to make such contribution, and it can best be done by an additional tax under Schedule "A," not recoverable by the occupier. This will of course be uniform throughout the country, and should be fixed for a series of years. (7) Subject to such extra tax, the whole cost of national services should be provided by the State, and rates should be levied for local services only. I see no reason why a maximum rate should not be prescribed. (8) Services other than those that are carried out and controlled almost entirely by local authorities in the interests of their respective localities should be deemed national. It behoves local authorities to bestir themselves; a rate exceeding 20s. in the £ is already in being, and Departmental officials act as if to the taxable and rateable capacity of the community there were no end. There are already cities too expensive for

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industries. It is the policy to-day to give people everything they ask for out of the public purse and to press more upon them. No nation has yet been taxed into prosperity. We may be making a "land fit for heroes," but can they afford to live there?

The PRESIDENT observed that although the paper did not address itself particularly to lawyers, it was a very valuable paper, and would commend itself to town clerks and others interested in municipal matters.

SOLICITORS' REMUNERATION.

Mr. J. L. WILLIAMS (Liverpool) read a paper on this subject, in the course of which, after having referred to the efforts which were successfully made in 1807 by the Society of Gentleman Practitioners to obtain an increase in the remuneration of solicitors, he submitted that no adequate and satisfactory increase could be secured by merely adding percentage increases to the present item charges. That would be simply perpetuating a bad system. A new system was required. Mr. C. L. Samson, the president of the Society, in his address at the meeting at Cardiff in 1913, urged that it would be more convenient to the solicitor and more satisfactory to the clients if the system of charging a single fee for an entire transaction could be introduced. He also advocated the extension of the powers of contracting with clients in matters involving litigation. In the annual report of the same year the Council stated that they had taken the opinion of Sir Robert Finlay and Mr. J. D. Crawford, who had advised that a solicitor's bill, in order to meet the requirements of the Solicitors Act, 1843, must shew the fees, charges and disbursements which the solicitor was asking the client to pay, and that, apart from section 4 of the Solicitors Act, 1870, and section 8 of the Remuneration Act of 1881, there was no valid payment of a bill unless such a bill had been rendered, and that if there had been no waiver by the client he was not precluded by payment from opening the bill. But there was no reason in principle why a client should not, if he had full knowledge of the work which had been done, and if there had been no unfair dealing, be able to waive the delivery of the bill to be settled, a clause which might be added to the bill. Counsel considered that if such clause was brought to the client's notice he would not be entitled subsequently to re-open the bill if the charges were fair and reasonable, and if there had been no fraud, pressure or injustice. The report stated that the Council were of opinion that the practice of the delivery of a lump sum bill without priced details and items was a growing and convenient practice, and should be facilitated by allowing a solicitor in the event of taxation to supplement the bill by a statement of the nature and amount of the business done, shewing the skill, labour and responsibility involved, but that this could not be effected without legislation, and that they were not prepared to apply to Parliament for that purpose. The Council were considering the matter, and were deferring a report until after an opportunity had been afforded them of conferring with the provincial representatives of the Society. He (Mr. Williams) believed that owing to the war no such report had been made. After stating the action that had since been taken and referring to the Order which had been made dealing with remuneration, he said he thought it would be agreed that the results obtained were quite insufficient to meet the legitimate demands of the profession. It seemed to him that the proper system of remuneration was that familiar in the case of other professions, which was generally acceptable to clients, a charge varying with the value involved in each transaction. Obviously solicitors would have to take the good with the bad, and in many cases the remuneration would prove to be inadequate; but, on the whole, the results would be advantageous, apart from the fact that much of the time and trouble at present involved would be avoided. He appreciated that the system he advocated was not free from difficulty, as there must be cases in which a solicitor, though strictly entitled to charge a scale fee, might not feel himself justified in doing so. Such cases, even now, arose, and would have to be dealt with on their merits. He could not agree that it was useless to prescribe a scale unless it could be compulsorily enforced on all solicitors. Surely it was better to have a standard which would adequately govern most transactions, at any rate, rather than to have no proper standard at all. Order 65, r. 23,

provides that, in any case where a judge shall award costs to any party, the order may direct payment of a sum in lieu of taxed costs. He suggested that it would be advantageous to allow a solicitor the option of submitting to the taxing master a statement accompanied by the papers in the action, and allowing the taxing master to assess the amount of the bill. The need was urgent, and he suggested that the Council should be asked to consider at once the practicability of an extension of the system of remuneration by *ad valorem* scale under the provisions of the Remuneration Act and the revision of the existing scales sanctioned by Schedule I. of the 1882 Order, and, in view of the urgency of the question, to deal with it without delay.

LEGAL PROCEDURE IN LITIGATION BETWEEN CROWN AND SUBJECT.

Mr. JOHN PAXTON (Liverpool) read a paper with this title, in which he referred to the recent judgment of the House of Lords in the case of *Attorney-General v. De Keyser's Royal Hotel (Limited)*, and said that nowadays, sooner or later most people in business were brought into conflict with one Government Department or another, and found it desirable to take legal advice as to rights or obligations arising out of transactions with the Government. After dealing very fully with the law and procedure governing litigation between the Crown and subject, he submitted that the special remedies of the Crown to recover judgment and enforce execution should be abolished, or, at any rate, confined to exceptional cases. The special privileges of the Crown in litigation should be carefully considered, and such as were not clearly required for the protection of the public abolished. If he was correct in the opinion that no Government could reasonably be expected to initiate the necessary reform, the question remained whether the time was ripe for the Society to take up the subject seriously and put pressure upon the Government to do what was necessary.

Mr. J. W. REID remarked that the matter had been referred to by the President in his address. With a view to strengthening the hands of the Council he would move as a recommendation to them to take into consideration Mr. Paxton's paper with a view to seeing whether or not anything could be done to approach the authorities on this important subject.

Mr. J. H. COOKE (President of the Chester and North Wales Law Society) seconded the motion, which was carried.

OTHER PAPERS.

Mr. P. ALWYN BAX read a paper on "Simplification of Procedure in the High Court," and Mr. JAMES J. DODD read a paper on "Simplification and Speeding-up of Litigation." These we hope to notice hereafter.

RECEPTION.

In the afternoon of Tuesday a reception was held by Lady Gray-Hill and Sir Norman Hill and Lady Hill at Mere Hall, Noctorum, Birkenhead.

THEATRE.

The Liverpool Law Society invited the members as their guests to the Royal Court Theatre in the evening, when Mr. Martin Harvey, supported by Miss de Silva and company, appeared in "The Only Way."

WEDNESDAY'S PROCEEDINGS.

STUDY OF PRIVATE INTERNATIONAL LAW.

Mr. E. LESLIE BURGIN, LL.D., read a paper entitled "The Growing Importance of the Study of Private International Law."

A discussion ensued, in which Mr. H. D. BOTTERELL, Mr. C. L. NORDON, and Mr. G. E. HUGHES (Bath) took part.

Sir NORMAN HILL said he thought the idea that Dr. Burgin had put forward explained the problem better than by a reference to conflict of laws. What was required was not a specialist knowledge of Dicey's book, but a general appreciation of the wide principles underlying the subject.

RENT RESTRICTION ACTS.

Mr. E. A. ALEXANDER read a paper upon this subject. He gave a history of legislation in regard to the matter. He observed that the Bill introduced by the Government was a miracle of bad draftsmanship. On a subject so intimately affecting practically every householder, legislation ought to be couched in the simplest of terms; the new Bill was most unintelligible to the layman, and, thanks to the amendments made during its passage through Parliament, its last estate was worse than its first. Some of its many obscurities were now being discussed in the professional newspapers. He did not think that any of those present would dissent from the conclusions of Lord Salisbury's committee and of the Government that, in view of the present state of uneducated public opinion, rents could only be raised gradually, and that the Acts ought not to lapse, but that during their continuance rents should be increased. But the policy of extending the Acts to still larger houses was, in his opinion, wholly bad. He drew attention to various defects in the four Acts, and stated what appeared to him to be the cumulative effect thereof, such as the injustice to people who had invested in small houses, that the working man had imbibed false economic ideas, the discouragement of private enterprise in the building industry, the inefficient use of existing

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accommodation, and so forth. Much of the mischief of the Acts would long outlast them, and could never in our time be undone.

Mr. F. J. WELD (Liverpool) agreed that the Act of 1910 was responsible to a great extent for the prevailing shortness of house accommodation.

Mr. C. E. BARRY (Bristol) criticised the Act very severely.

Mr. D. L. POWELL (Bridgend) said the reader of the paper had simply given his own interpretation of the clauses of the Acts. Speaking of the defects of the Acts, he said that, in a case in which he had acted, the tenant of a house, a bachelor, occupied it and the landlord applied to the county court for possession. The landlord was a married man with a family and wanted to live in the house, but the judge refused to make the necessary order. There were many other defects.

THE PRESIDENT said he must bring the discussion to a close, otherwise it might continue interminably. The points which had been referred to, and almost the whole of the difficulties which had arisen in practice under the Act, had been very carefully considered by the Associated Provincial Law Societies and the Council of the Law Society, and they were duly collated and submitted to the Minister in charge of the Bill. The Minister considered it most important that they should have attention, with the result that the Bill was rushed through in the next three days without the slightest alteration. It was the worst Act that any of them had ever seen emanate from the British Legislature, and that was saying a good deal. Who drafted it he did not know, but he hoped he would never draft another.

PRINCIPLES OF PROPRIETORSHIP IN PROPERTY.

Mr. J. W. REID read a paper on this subject, in the course of which he said: "When you have clothed, fed, educated, supported, married and otherwise provided for 'certain privileged people' at the expense of what you choose to call the 'propertied classes,' or professional classes, or middle classes, will you find that your nation consists of better men or better women? Or will you find that, by the example you have set, in the process of stealing (by taxation or otherwise) from the propertied classes, you have utterly demoralized the rest of the community."

CONTRACTS FOR SALE OF LAND.

Mr. W. ARTHUR BRIGHT read a paper entitled "Contracts for Sale of Land: The Use and Abuse of Printed Conditions of Sale." He said in conclusion that the objections to the use of the common form or public sale conditions in contracts for sale by private treaty were: (1) In the approval of the draft document the purchaser's solicitor was under a disadvantage should he not be a member of the particular law society whose conditions of sale were submitted to him by the vendor's solicitor. The vendor's solicitor who prepared the contract knew the property, and it was submitted that the purchaser's solicitor should not have to labour through innumerable clauses in the public conditions of sale which the vendor's solicitor must know were inapplicable in the case of the particular property. (2) The document, when presented for signature to his client, was elaborate and lengthy, and contained many clauses totally irrelevant to the particular property which his client desired to purchase. After all, it was very desirable that the client should fully understand the exact terms of the document he was asked to sign. (3) There was a danger of the parties not being *ad idem*, owing to the purchaser's solicitor not having put the true construction on some particular local technical condition, as these conditions often contained clauses very different from those in the usual contracts. (4) There might be no contract between the parties at all. A general form of condition of sale adopted by all the law societies in the country might possibly meet the difficulty, but the adoption of such a form was open to many objections which it was unnecessary to elaborate.

A discussion followed, the speakers being Mr. J. W. Reid, Mr. Coley, Mr. Arthur Draycott (Liverpool), Mr. Cooke, Mr. Alexander, and Mr. W. Raywood (Kidderminster).

TRADE UNION LAW.

Mr. J. SCOTT DUCKERS read a paper entitled "Recent Tendencies in Trade Union Law."

THE PRESIDENT'S ADDRESS—"TIMES" CRITICISM.

Mr. H. H. SCOTT (Gloucester) called attention to a leading article which had appeared in the *Times* of that date, and suggested that the President should reply to the criticisms it contained.

The PRESIDENT said he had not been able yet to read the article carefully. It questioned the figures he had given in regard to the increasing number of civil servants. He had obtained the figures from the Hansard report of a debate in the House of Commons. It had not been contradicted by the Government, and he had assumed that it was substantially correct. He was sorry if he had made a mistake in that respect. As to the Public Trustee, he was perfectly certain that the whole of his criticism with regard to the Public Trustee Department was based on absolute fact, and on the experience of a great many people, including himself. The leader writer of the *Times* must remember that there was a Departmental Committee upon all these matters. The witnesses before that Committee were servants in the Department, and he concluded that their statements were correct. He thought the *Times* criticism a very fair one. It rather agreed with what he had said as to the evil of bureaucracy, which was, after all, the point he wanted to create. We had, in this country, raised a Frankenstein monster that was going to control us.

MEMBERSHIP OF THE SOCIETY.

Mr. W. H. T. BROWN said he had circularized the Associated Provincial Law Societies with regard to the subject of compulsory membership of the Society for all solicitors, and had ascertained that, in the main, it would be acceptable.

Mr. R. C. NESBITT said the subject had been engaging the attention of the Council, who had appointed a committee to deal with it. That committee had reported, and the Council had adopted their report, but the Council had arrived at no conclusion, and were waiting until the views of the Associated Provincial Law Societies had been received. He himself was strongly of opinion that membership should be compulsory. About three-fifths of the solicitors were members of the Society. There were only 9,000 members of the Society out of the 15,000 on the roll. The whole expense of the work done by the Society was borne by its members, though every solicitor profited by such work—he might mention the matter of the recent increase in their remuneration. The Society was constantly consulted by the authorities on matters of which the Council had special knowledge, and it performed a number of duties which were not only beneficial to the profession but to the public. Compulsory membership would give the Society control over every solicitor. The Society had statutory powers to deal with offences arising from professional misconduct, but it had not complete powers in matters which fell short of such offences. Such cases where its members were concerned could be dealt with by the Society, and he would like them to have that power over the whole profession.

Mr. ALEXANDER, Mr. S. CARLILE DAVIS (Plymouth), and Mr. D. L. POWELL (Bridgend) also spoke in favour of compulsory membership.

VOTES OF THANKS.

The meeting was brought to an end by the passing of a number of votes of thanks to the Liverpool Incorporated Law Society, the Chester and North Wales Law Society, Mr. Graham Kenion (the hon. secretary), and to the many others, including the readers of papers, who had contributed to make the meeting a success.

BANQUET.

In the evening a banquet was held at the Exchange Hotel, Sir Norman Hill, Bart (President of the Incorporated Law Society of Liverpool), taking the chair. The Lord Chancellor was to have been the principal guest, but owing to the ear trouble from which he was suffering, he was forbidden to travel by his medical advisers. Among the guests were:—The Master of the Rolls, Lord Mersey, Mr. Justice Eve, Mr. Justice Swift, Sir Cland Schuster, K.C.B., Mr. Roger Lawrence, K.C. (vice-chairman, County Palatine, Lancaster), Sir W. F. Kyffin-Taylor (Presiding Judge, Liverpool Court of Passage), Mr. E. G. Hemmerde, K.C. (Recorder of Liverpool), His Honour Judge Thomas, Mr. Stewart Deacon (Stipendiary Magistrate), Sir Francis Danson, Lt.-Col. Nathan Raw, M.P., Sir W. Watson Rutherford, M.P., Sir Francis Danson, K.B.E., Mr. A. M. Sing (chairman, Liverpool Stock Exchange), Mr. J. P. Rudolph (chairman, Council of Liverpool Chamber of Commerce), Col. H. Concannon (chairman, Liverpool Steamship Owners' Association), Mr. W. M. Simpson (Postmaster of Liverpool), the President of the Law Society (Mr. C. H. Morton), Mr. J. J. D. Botterill (Vice-president, Law Society), Mr. John L. Williams, Mr. L. Hugh Jones, Mr. J. C. Bromfield (Vice-president, Incorporated Law Society of Liverpool), Mr. Dudley Hart (President, Manchester Law Society), Sir C. E. Longmore, K.C.B., Mr. A. H. Coley, Mr. R. W. Dibdin, Mr. W. A. Weightman, Mr. Francis Weld (Hon. Treasurer), and Mr. J. Graham Kenion (Hon. Secretary, Incorporated Law Society of Liverpool).

The CHAIRMAN proposed the toast, "The Lord Chancellor and His Majesty's Judges of the Supreme Court."

The MASTER OF THE ROLLS, in responding, referred to the regrettable absence of the Lord Chancellor and its cause. He said he did not remember that a Lord Chancellor had ever come from Liverpool before or one who had attained the position at such an early age as Lord Birkenhead. Even his temporary absence through illness from the business of the country was a misfortune. During the time he had held office he had made a considerable number of appointments, and no

member of the legal profession would quarrel with any of them. Liverpool had had its share lately of judges—Mr. Justice Horridge, Mr. Justice Greer, Mr. Justice Lawrence, and Mr. Justice Rigby Swift. He claimed that the judges always tried to do their best at the job that was set before them. Possibly they did not always succeed, but certainly they always did their best. Credit could also be claimed for their impartiality, and no greater tribute could be paid to them in that respect than that, whenever there was any specially difficult matter to be referred to a special committee, it was a judge who was chosen to preside. That was a practice he did not wish to see pursued more than was absolutely necessary, because it removed judges from their proper work, and also because it was very difficult in such cases to prevent a judge from being mixed up with public and political affairs, and it was of the highest importance that a judge should sit entirely apart and removed from political movements. Therefore, he held that, on all occasions on which it was proposed to enlist their services, the most careful scrutiny should be given to the circumstances to determine that their assistance was absolutely necessary.

Mr. Justice EVE also responded, observing that there never had been a time when maintenance of the judiciary as an impartial arbiter between the Executive and the individual was more essential than to-day. In times of unexampled difficulty the Executive had imposed limitations on the individual liberty and rights of the subject which were unparalleled in the history of the later centuries, and in modern legislation there was a recognisable tendency to substitute for the competitive activity of the individual the enervating and levelling monotony of State control, and to discourage, if not endanger, the activity prompting the individual effort by which the Empire had been built up. He questioned the policy of the minimum wage, being doubtful not only as to whether it could be of advantage to the community at large, but even as to whether it would ultimately benefit those who were temporarily enjoying the advantage of it. He mistrusted, too, the State's invasion of areas which had hitherto been kept efficient by the vitalising stimulant of strenuous individualism, especially in a community in the very bones of which was bred a hatred of bureaucracy, an intolerance of unnecessary and irritating restraint, and the sporting instinct that in the race of life the prizes should go to those who best deserved them.

Mr. Justice RIGBY SWIFT also replied to the toast.

The CHAIRMAN, in proposing the toast of "The Law Society," said the Society had led the way in the establishment of a sound system of legal education, and it had maintained amongst its members a high standard of professional honour. It had fought hard to maintain the rights and interests of the profession, but it had ever been mindful that the law was made for the nation and not the nation for the lawyers.

The PRESIDENT of the Law Society, in acknowledging the toast, said that the Society did very much for the profession and for the public, and it must not be forgotten that it had no legislative power. The Society could only suggest. The Council might obtain an interview with a Minister of the Crown or the head of a department, and the president, with one or more of his colleagues, attended and explained the case. He was most politely listened to, the interview was brought to an early close, and nothing more was done. But, in the long run, the Council managed to achieve some measure of success. One phase of the work of the Council was valuable—namely, the continual and careful scrutiny of rules of practice and, in particular, of Bills in Parliament. This self-imposed task was a most onerous one, which called for painstaking industry, great experience and a complete knowledge of the subject. It was of great value to the community. It led to the elimination of objectionable clauses, and made the measures considered more workable and useful. If the Society were to cease to exist its disappearance would be immediately felt, not only by its own members, but by the public. The work of the Society in the prevention of what might be harmful was quite as important as in the matter of construction. It was a great and important work, notwithstanding occasional set-backs and disappointments to the Society itself. He claimed that the Council was truly representative of the profession.

Lord MERSEY responded to the toast of "The Visitors."

ENTERTAINMENTS.

In the afternoon of Wednesday an organ recital was given in St. George's Hall, and on Thursday there were a number of excursions to Chester and other places, in accordance with the arrangements which had been announced.

Solicitors' Benevolent Association.

The annual general meeting of this association was held at St. George's Hall, Liverpool, on Wednesday, 6th October, Mr. A. Copson Peake (Leeds, chairman of the board) presiding.

The report stated that the income of the general fund for the year amounted to £7,238 9s. 1d., made up of new subscriptions, renewals, dividends, and donations. It would be seen that the amount received from donations was the smallest amount for many years. No special appeal had been made during the past two years, but to meet the increased grants necessitated by existing circumstances a much larger sum would be required in future. The total relief granted during the year amounted to £8,318 5s. This amount was made up as follows:—216 grants from the general funds, on account of which £6,506 5s. had been paid. £2,222 10s. was given to members and families of members, and £4,283 15s. non-members and families of non-members. £88

to the three recipients of the "Hollams Annuities"; £30 to the recipient of the "Victoria Jubilee Annuity (1887)"; £39 to the recipient of the "Henry Morten Cotton Annuity"; £30 to the recipient of the "Christopher Annuity"; £60 to the two recipients of the "Humphrys Annuities"; £40 to the recipient of the "Beale Annuity"; and £200 to the recipients of the "Edward Wright Annuities." £230 was paid to pensioners from the "Victoria Pension Fund"; £208 to annuitants under the "Kinderley Trust"; one grant, amounting to £52, was made from the special relief fund connected with the "Kinderley Trust"; £175 to annuitants from the late Miss Ellen Reardon's bequest; £300 to three recipients of the "Wilton Fund Annuities"; and £360 to six recipients of "Andrew Fund Annuities." The total amount given to members' cases being £3,526 10s. and to non-members £4,791 15s.

The chairman, in moving the adoption of the report and accounts, made a very earnest appeal for more annual subscribers, especially as there were sixty fewer subscribers than at that time last year. He referred to the fact that the association had exceeded their income, and in consideration of the great increase in the cost of living, expressed a wish that the allowances should be increased, in the case of widows or dependants of members, to from £60 to £70 annually, and of non-members to £40 to £50.

Mr. L. W. Hickley seconded the motion, which was carried unanimously.

The directors were re-elected, and votes of thanks were passed to the chairman, to the directors, and to the auditors.

United Law Society.

A meeting was held in the Middle Temple Common Room, on Monday, 11th October, Mr. G. B. Burke in the chair.

Mr. C. P. Kains Jackson proposed, and Mr. J. R. Yates seconded, the following resolution, which was carried *nem. con.*:—"That the United Law Society records its deep regret at the death of Mr. Wynne Edwin Baxter, J.P., the leading spirit in founding in the year 1864, and in subsequently organizing the Society under its original name of the Articled Clerks' Debating Society, and desires to convey to the members of the family of the late Mr. Baxter its warm sympathy in their loss." Mr. G. W. Fisher moved: "That the support furnished by the Allies to the Poles, having encouraged in them a Chauvinistic policy that postpones and threatens the peace of the world, should be withdrawn, and the Poles informed of such withdrawal."

Mr. P. S. Pitt (in the absence of Mr. T. Hynes) replied. Messrs. Redfern, Kains Jackson, Elliman and Barton also spoke. The motion was put to the meeting, and lost by three votes. The next meeting will be held on Monday, 25th October.

Customary Quarter-Day in Bristol.

In the Bristol County Court (5th October), says the *Bristol Times and Mirror* (6th inst.), the case of *Kirley v. Williams*, which came before his Honour Judge Stanger on 1st October, and was adjourned because the point was raised as to whether quarter day was 21st December or 25th December, was again mentioned. The action was for the possession of a house in Gloucester Road, Bishopston.

Upon Mr. Fred Wilshire, who was for the plaintiff, opening the case, it appeared that the tenancy was a quarterly one, and that notice was given on 24th December to deliver up possession on 25th March following. Mr. A. W. Taylor (Evans & Taylor), who was for the defendant, took the objection that the notice was not a valid one, and quoted *Morgan v. Davies* (3 C. P. D. 260), which laid down that a notice to determine a yearly tenancy, commencing on one of the ordinary feast days meant a "customary six months," though such six months should exceed or fall short of the number of days which constituted half a year, and that in the case cited notice served on the 26th March to quit on 29th September next, was held not to be a valid notice, and this was agreed to be the law. Mr. Taylor contended that from time immemorial the customary feast day in Bristol was the feast of St. Thomas the Apostle, and not of the Nativity, and that the 21st December was the quarter-day and not the 25th, and that judicial notice had been taken of this fact in the court for many years. He produced the form of agreement with the Corporation and receipts from the Bristol Municipal Charity Trustees, Bristol Water Works, and others, shewing that the 21st December and not the 25th December was Bristol Quarter Day. He quoted Goodeve's Real Property Law (page 155) and Arrowsmith's Dictionary of Bristol, 1906 (page 335), where it was laid down: "By a very ancient custom recognized by law, the quarter of the year which elsewhere terminates on Christmas Day ends in Bristol on St. Thomas' Day, 21st December. The other quarter days are those recognized in other districts."

Mr. Wilshire, who had asked for an adjournment to consider the point and to ascertain whether there was any special agreement between the parties that the tenancy was to be from 25th December instead of the 21st, yesterday told his Honour that he had looked into the matter and was satisfied that Mr. Taylor's contentions were well founded, and that in the absence of a special agreement the 21st December was Bristol quarter day, and that he would consent to judgment for the defendant.

The Disposals Board Case.

THREE DEFENDANTS FOUND GUILTY.

Before Mr. Justice Swift, at the Central Criminal Court, on 27th September, the trial was begun of John Hunter Murray Pollock, 48, merchant, Max Hurley, 33, draughtsman, Eric George Storey Vaughan, 36, civil engineer, and William John Foster, 44, architect, on an indictment charging them with conspiring to defraud the King and the Ministry of Munitions of large sums of money by false pretences and to give and promise bribes to agents serving under the Crown. Another count charged Pollock and Hurley with inciting a person to accept bribes and with giving bribes to him. In other counts Pollock was charged with giving bribes to Vaughan and Foster, and Vaughan and Foster were charged with receiving bribes. All the defendants pleaded "Not guilty." In opening the case Sir Richard Muir, for the prosecution, said that Pollock was a hardware manufacturer and general merchant of Portsmouth. Hurley was his London manager. Vaughan was, at the dates in question, the head of the Sales and Contracts Section of the Disposals Board, Huts and Building Materials Department. Foster was by occupation an architect and surveyor, and was a technical assistant at the same branch of the Disposals Board as Vaughan, and up to the beginning of March was working under him. Pollock had been buying goods by tender from this Department, and those tenders would come before Vaughan. The prosecution alleged that Pollock desired to tender for 450 tons of corrugated iron, and had an interview with an employee of the Disposals Board, who informed the authorities of what was said. Pollock put in a tender at a price of £12 10s. per ton, and offered the material to a firm at £28 per ton. He gave the employee referred to £97 in notes, and promised that the profits on the deal should be shared, and that they would each get over £1,000. Pollock, in evidence, said the money paid to Foster was in discharge of an old debt. The judge ruled that Pollock's account book was not evidence, and the prosecution, therefore, asked to withdraw the case against Vaughan, who was found not guilty and discharged. After the trial had lasted eight days the three other prisoners were found guilty of conspiring to defraud and bribe, but not on other counts, and sentence was postponed pending the trial of another indictment.

Law Students' Journal.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the Society held at the Law Society's Hall on Tuesday, the 5th October, 1920 (chairman, Mr. A. R. N. Powys), the subject for debate was "That this House condemns the attitude and action of the Cabinet in the matter of the Government of Ireland." Mr. Richard O'Sullivan opened in the affirmative. Mr. F. H. Butcher opened in the negative. The following members also spoke: Messrs. F. Burgis, N. S. Pain, W. S. Jones, N. R. Fox Andrews, P. Anderson, W. M. Pleadwell, and R. Oliver. The opener having replied, the motion was carried by 4 votes. There were twenty-four members and three visitors present.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the society held at the Law Society's Hall on Tuesday, 12th October, 1920 (chairman, Mr. C. W. Bower), the subject for debate was, "That the case of *Belvedere Fish Guano Co. (Limited) v. Rainham Chemical Works (Limited) and Others* (1920, 2 K. B. 487) was wrongly decided." Mr. H. J. Mee opened in the affirmative. Mr. Phineas Quass seconded in the affirmative. Mr. H. G. Meyer opened in the negative. Mr. N. R. Fox-Andrews seconded in the negative. The following members also spoke: Messrs. H. Barron, Ivan Horniman, G. E. Tunnicliffe, and D. E. Oliver. The opener having replied, the motion was lost by four votes. There were nineteen members and one visitor present.

At a meeting of the society held at the Law Society's Hall on Tuesday, 19th October, 1920 (chairman, Mr. N. R. Fox-Andrews), the subject for debate was, "That this House considers General Dyer's action at Amritsar justified, and condemns the attitude of the Government in regard thereto." Mr. G. E. Shrimpton opened in the affirmative. Mr. W. S. Jones opened in the negative. The following members also spoke: Messrs. P. S. Pitt, D. L. Strellett, R. Oliver, F. Burgis, F. G. Enneas, and C. P. Blackwell. The opener having replied, the motion was carried by six votes. There were twenty-four members and one visitor present.

Legal News.

Appointments.

Mr. R. MILLS ROBERTS, solicitor, 21, Harrington-street, Liverpool, has been given the appointment of Deputy Coroner for the city of Liverpool, in succession to Mr. F. J. Leslie, who has resigned that position. Mr. Roberts was admitted in 1899, and is a member of the Law Society.

General.

At Yarmouth, on 18th September, William James Palmer, a dentist, practising at Yarmouth and Stalham, was fined two guineas and five guineas costs for corruptly giving a 10s. note to a police inspector. The officer saw the defendant at Ormesby driving a car, and as he did not

produce a licence he was told he would be reported. A few days later the inspector called at the defendant's surgery to see the licence, which could not be found; then the inspector stated that if the licence were in order no further action would be taken. After he had left he discovered that the defendant had slipped a 10s. note into his pocket. The defence was a denial of any intention to bribe, and witnesses were called to speak to the defendant's high character. The Bench agreed that it was more a thoughtless than a criminal act.

The Legislature of Louisiana passed a law during the session just closed on the lines of the Prevention of Corruption Act (excepting the documentary portion), the penalty being \$10 to \$500, or imprisonment not exceeding one year, or both fine and imprisonment. This law had the support of the Unfair Competition Bureau of the Paint and Varnish Industries, and of the Association of Ship Store Dealers of the Port of New Orleans. New Orleans, of course, is the principal port of Louisiana and of the entire Gulf of Mexico.

Morris Myers, a stallholder on the beach at Blackpool, sold sweets after 8 p.m. A police constable told him he would be reported. Myers asked him to "be a sport" and refrain, and adding, "I will make it worth your while," handed him a £5 note. At Blackpool, on 13th August, Myers was fined £25 for this attempted bribery.

The Railway Rates Advisory Committee have resumed their inquiry, and the presumption is that they will find themselves at liberty to pick up the threads of that general revision of rates which was interrupted by the necessity for an interim revision. Some time ago the committee requested the railway companies to submit a definite scheme for re-organising exceptional rates upon the basis of special conditions. Traders await with interest the proposals of the companies in this respect, and the coasting trade will watch them with not less concern. Shipowners are understood to be of opinion that the long view of exceptional rates is the correct one, and that in respect of them there cannot be any real divergence between their interests and those of the producer, the trader, and the consumer.

At the last meeting of the Metropolitan Public Gardens Association, held at Denison House, Vauxhall Bridge-road, it was reported that about £1,100 was still needed to complete the £4,900 required for the purchase and laying out of Princes-square, Stepney, and that in response to the association's appeal in the *Times* over £300 had been received. It was resolved to oppose any attempt to appropriate the disused churchyards attached to the nineteen threatened City churches as proposed in contravention of the general law, which protects such grounds from being used for building purposes. The opinion was expressed that it would be a great loss to London if such an open area as the Foundling Hospital were to be sold for university building purposes, as proposed by the Governors.

At Berkshire Quarter Sessions, Geoffrey Priestly, aged 18, a cadet of the Royal Military College, Sandhurst, was sentenced to three months' imprisonment in the second division for stealing a necklace, a cheque, and some clothing belonging to other cadets. Mr. Powell, K.C., in appealing for leniency, said that the boy's father was a medical man engaged in public employment in a large town, holding an office of greater importance than profit. Some of the young men at Sandhurst had plenty of money, and if he got into an expensive set it was very difficult for a cadet to carry on. His father had been wrongly informed by someone that from £3 to £4 a month was enough for a cadet. The chairman said that an example must be made in order that cadets at Sandhurst might understand that dishonesty could not be allowed.

At the Mansion House, before Alderman Mr. Alfred Bower, a fishmonger's assistant was ordered to pay a fine of £5 and £2 costs on a charge of larceny by finding two £1 Treasury notes, the owner of which had dropped them in the City on Saturday week. The defendant denied the charge, and said that while he was making a purchase at a shop earlier in the day he saw two £1 notes lying on the pavement at his feet. He asked three persons in the vicinity whether they belonged to them, and was told that they did not.

The Secretary of the War Office acknowledges the receipt of 16s. "conscience money from an ex-Service man who left the Army with a pair of part-worn boots he was not entitled to."

The office of Under Treasurer and Steward at Lincoln's Inn is to be filled next year by Mr. R. P. P. Rowe. Mr. Rowe was well known at the universities as a rowing man and as President of the O.U.B.C. He was secretary of the New University Club. His business capacity and his personal qualities will make him acceptable in an important office.

In the House of Commons, on Tuesday, Mr. Bonar Law, replying to questions, said a Bill dealing with dumping was in course of preparation, and would be introduced as soon as possible. As the Government proposed to take the whole time of the Session, he saw no prospect of the Divorce Bill being further advanced.

Mr. Justice McCardie is the Judge at the October Sessions of the Central Criminal Court, which were opened by the Lord Mayor at the Old Bailey on Tuesday. The Calendar contains the names of 103 persons for trial.

The Home Secretary gives notice that it is not proposed to make any further extension of Summer Time. Summer Time will therefore cease, and normal time will be restored, at 3 o'clock (Summer Time) in the morning of next Monday, 25th October, when the clock will be put back to 2 a.m. The hour 2-3 a.m. Summer Time will thus be followed by the hour 2-3 a.m. Greenwich Time.

Women were present for the first time at the annual Mayoral banquet at Halifax, and Lady Fisher-Smith, J.P., replied to the toast of "The Borough Magistrates."

The *Times* correspondent, in a message from Toronto of 13th October, says:—"Sir Sam Hughes, in the next session of the Dominion Parliament, will introduce a motion declaring that the time has now arrived when the whole British Empire should be represented on an equal basis in a truly Imperial Parliament, which should deal only with Imperial and international questions Imperial finance, trade, exchange and defence, and other questions over which it might exercise authority without infringing any of the material privileges now enjoyed by the various component parts of the Empire."

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON				Mr. Justice SARGANT.
	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE SYNGE.	MR. JUSTICE JOLLY.	
Monday, Oct. 25	Mr. Jolly.	Mr. Broom.	Mr. Syngé.	Mr. Jolly.	Mr. Jolly.
Tuesday, Oct. 26	Church.	Syngé.	Jolly.	Church.	Church.
Wednesday, Oct. 27	Leach.	Jolly.	Church.	Leach.	Leach.
Thursday, Oct. 28	Goldschmidt.	Church.	Leach.	Goldschmidt.	Goldschmidt.
Friday, Oct. 29	Borror.	Leach.	Goldschmidt.	Borror.	Borror.
Saturday, Oct. 30	Bloxam.	Goldschmidt.	Borror.	Bloxam.	Bloxam.

Date.	MR. JUSTICE P. O. LAWRENCE.				MR. JUSTICE RUSSELL.
	MR. JUSTICE ASTBURY.	MR. JUSTICE LAWRENCE.	MR. JUSTICE P. O. LAWRENCE.	MR. JUSTICE RUSSELL.	
Monday, Oct. 25	Mr. Church.	Mr. Leach.	Mr. Goldschmidt.	Mr. Borror.	Mr. Borror.
Tuesday, Oct. 26	Leach.	Goldschmidt.	Borror.	Bloxam.	Bloxam.
Wednesday, Oct. 27	Goldschmidt.	Borror.	Bloxam.	Syngé.	Syngé.
Thursday, Oct. 28	Borror.	Bloxam.	Syngé.	Jolly.	Jolly.
Friday, Oct. 29	Bloxam.	Syngé.	Jolly.	Church.	Church.
Saturday, Oct. 30	Syngé.	Jolly.	Church.	Leach.	Leach.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CURRENCY.

London Gazette.—Friday, Oct. 15.

H. ASHLEY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct. 30, to send their names and addresses, and the particulars of their debts or claims, to Granville H. Bullimore, Old Bank of England-st., Queen-st., Norwich, liquidator.

ALDERTON & WATSON, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct. 30, to send their names and addresses, and the particulars of their debts or claims, to Granville H. Bullimore, Old Bank of England-st., Queen-st., Norwich, liquidator.

HENRY BULL & CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before Nov. 20, to send their names and addresses, and the particulars of their debts or claims, to Robert Wallace King, 38, Milton-st., liquidator.

H. B. & H. HAWLEY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 2, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Judge, 73, Market-st., Bradford, liquidator.

JAMES WHITELEY, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 17, to send in their names and addresses, and particulars of their debts or claims, to Frank Smalley Mitchell, 8, Wards-end, Halifax, liquidator.

RIGLITE MANUFACTURING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 10, to send in their names and addresses, and particulars of their debts or claims, to John Francis Legg, 11, Queen Victoria-st., liquidator.

CONSOLIDATED MINES OF EL ORO, LTD.—Creditors are required, on or before Nov. 30, to send in their names and addresses, with particulars of their debts or claims, to Leonard Nial Billson, 23, Broad Street-house, New Broad-st., liquidator.

WALLACEY THEATRE CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct. 30, to send their names and addresses, with particulars of their debts or claims, to Charles Collins, jun., 4, Harrington-st., Liverpool, liquidator.

COUNTY PREMIER, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 15, to send in their names and addresses, and the particulars of their debts or claims, to Geoffrey Bostock, 21, Ironmonger-lane, liquidator.

ACETYLENE ARC CO., LTD.—Creditors are required, on or before Nov. 17, to send in their names and addresses, with particulars of their debts or claims, to Frank T. Shearcraft, 36 and 37, Queen-st., liquidator.

BORNEO PLANTERS, LTD.—Creditors are required, on or before Nov. 20, to send their names and addresses, and the particulars of their debts or claims, to Herbert George Springall, 37, Essex-st., Strand, liquidator.

E. NEWMAN & SONS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 23, to send their names and addresses, and the particulars of their debts and claims, to R. Wilson Bartlett, Central-chambre, Newport, liquidator.

ORMANDY & SCOTT, LTD.—Creditors are required, on or before Nov. 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Moscop, Hamden-sq., Barrow-in-Furness, liquidator.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM, STORR, & SONS (LIMITED)**, 25, King-street, Covent-garden, W.C. 2, the well-known valuers and chattel auctioneers (established over 100 years), have a staff of Expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-à-brac, a speciality.—ADV.T.

THOMAS PRINCE & Co., Ltd.—Creditors are required, on or before Nov. 20, to send their names and addresses, and the particulars of their debts or claims, to Robert Rhodes, 25, Low-pavement, Nottingham, liquidator.

COCKDON GRANGE SOCIAL CLUB, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct. 20, to send their names and addresses, and the particulars of their debts or claims, to Hubert Wood, 87, Newgate-st., Bishop Auckland, liquidator.

BRITISH ELECTRICAL ACCESSORIES, LTD.—Creditors are required, on or before Nov. 20, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Judge, 73, Market-st., Bradford, liquidator.

C. H. NUTTALL & Co., LTD.—Creditors are required, on or before Nov. 26, to send their names and addresses, and the particulars of their debts or claims, to William Hanscomb, 41, Mowdley-st., Bolton, liquidator.

W. PROCTOR & RATCLIFFE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 10, to send their names and addresses, and the particulars of their debts or claims, to J. Wallace Williams, 9, Working-st., Cardiff, liquidator.

London Gazette.—TUESDAY, Oct. 19.

SWANSEA PUBLIC HALL CO., LTD.—Creditors are required, on or before Nov. 19, to send their names and addresses, and the particulars of their debts or claims, to Robert George Roberts, Llanfair-bldgs., St. Mary-st., Swansea, and George Herbert Phelps, 20, Hanover-st., Swansea, liquidators.

SEIGNERS GAS CO. (IN LIQUIDATION).—Creditors are required, on or before Nov. 5, to send their names and addresses, and the particulars of their debts or claims, to H. W. Woodroffe, Roman Bank, Skewness, liquidator.

DERRY PICTURE THEATRE, LTD.—Creditors are required, on or before Nov. 16, to send their names and addresses, and the particulars of their debts or claims, to Joseph Nathaniel Nutt, 12, The Strand, Derby, liquidator.

TRENCHFIELD SPINNING CO., LTD.—Creditors are required, on or before Nov. 8, to send their names and addresses, with particulars of their debts or claims, to John Philip Garnett, 61, Brown-st., Manchester, liquidator.

ALBION MANUFACTURING CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov. 20, to send their names and addresses, and the particulars of their debts or claims, to Herbert Terras, 64, Cross-st., Manchester, liquidator.

INTERNATIONAL PRODUCTS ASSOCIATION, LTD.—Creditors are required, on or before Nov. 30, to send in their names and addresses, and full particulars of their debts or claims, to George Arthur Wilbraham, liquidator, c/o Woodroffe, 39, Eastcheap.

F.S.A. BROOKBROOK PUBLISHING CO., LTD.—Creditors are required, on or before Nov. 30, to send in their names and addresses, and full particulars of their debts or claims, to E. Victor Amden, 22, Walbrook, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 15.

Palace (Lifracombe), Ltd.
Morris & Co., Ltd.
New Ventanas Mining & Exploration Co., Ltd.
Golden Eagle Aviation Co., Ltd.
Masters & Partners, Ltd.
Wallasey Theatre Co., Ltd.
James Clay & Co., Ltd.
Rightline Manufacturing Co., Ltd.
Borough Brush and Broom Works, Ltd.
Bouche Bros., Ltd.
Acetylene Arc Co., Ltd.
Parkville, Ltd.
New Pavilion (Southend), Ltd.
Coventry Premier, Ltd.
R.C.V. Patent Robbin Co. (1914), Ltd.

Palace (Newark), Ltd.
Temple-West, Ltd.
Scientific Glass Co., Ltd.
Field Line (Cardiff), Ltd.
E. Newman & Sons, Ltd.
Gordon Watney & Co., Ltd.
Bolton Weaving Co., Ltd.
O. H. Griffiths, Ltd.
Ormandy & Scott, Ltd.
H. E. O. Syndicate, Ltd.
C. H. Nuttall & Co., Ltd.
Leitchworth Engineering Co., Ltd.
The Deepdale Weaving Co., Ltd.
W. Procter & Ratcliffe, Ltd.
Electrolytic Co. (Spain & Portugal), Ltd.

London Gazette.—TUESDAY, Oct. 19.

Signet Picture Supplies, Ltd.
Sprague & Co., Ltd.
Renshaw & Croll, Ltd.
L. Guerot, Ltd.
Nolan Hill & Co., Ltd.
Clon. P. Clayton Co., Ltd.
Portland and Weymouth Salvage Co., Ltd.
Tetrad Rhondas Cinema Co.

Carmol, Ltd.
P. C. Hood & Co., Ltd.
T. Fitch & Co., Ltd.
Blackhall Rocks Associate Pleasure Resort Club and Institute, Ltd.
Commercial Electrical Accessories, Ltd.
Cockdon Grange Social Club, Ltd.
J. Collis & Sons, Ltd.
Sun (Eastbourne) Laundry, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Oct. 12.

ABBOTT, FRANKIE, Wortley, Leeds, Yeast Merchant. Nov. 1. Wm. & E. H. Middlebrook, Leeds.

ARMITAGE, BENJAMIN, Hendingley, Leeds. Nov. 15. Emsley & Son, Leeds.

BARR, MARY, Askham, Westmorland. Nov. 2. T. H. Little & Co., Penrith.

BECKER, MARY ANNE, Malvern Link, Worcester. Nov. 24. Trotter, Goodhall & Patterson, Victoria-st.

BORNETT, JOHN, St. John-st., Clerkenwell, Blacksmith. Nov. 10. J. Nixon Watts & Co., 55/56, Chancery-lane.

CLARK, MARY ANN, Torquay. Nov. 15. Robert Brown & Son, Newcastle-upon-Tyne.

CLARK, MARIA, Penge. Nov. 12. Bird & Bird, 5, Gray's Inn-sq.

CROWTHER, REBECCA, Morland, Westmorland. Nov. 8. T. H. Little & Co., Penrith.

COTTELL, MARY, Osnaburgh-st., Regent's Park. Nov. 16. Sheard, Breach, Wace & Roper, 2, Clement's Inn.

DRANE-SPRADD, SARAH JANE, Crawley Down, Sussex. Nov. 16. Ellis, Bickersteth, Aglionby & Hagel, Basinghall-st.

FOGO-ELLIOT, SYLVIA KINGSLEY, Shincliffe, Durham. Oct. 30. Hargreaves & Joblin, Durham.

EVANS, WILLIAM, Cwmym, Monmouth. Nov. 11. A. Rhys Roberts, Official Solicitor.

GATER, HARRIET ELLEN WOOD, Cheshunt. Nov. 12. Gibson & Weldon 27, Chancery-lane.

GHOST, JOHN, Overton, Lancs., Farmer. Nov. 9. Gibsons & Sturton, Lancaster.

GREEN, PETER, Chisley, Derby, Farmer. Oct. 27. Scott, Start & Mottershead, Manchester.

GRUMMITT, HUGH JOSEPH, Horrocks, York. Nov. 1. Maaley & Lowson, Hull.

HALL, MARY ANN KATE, Belaise-park, Hampstead. Nov. 11. T. J. Robinson & Son, 37, Lincoln's Inn-fields.

HERBERT, GEORGE, Urmoston, Lancs., Inspector. Nov. 8. Foyster, Waddington & Morgan, Manchester.

HODGSON, FREDERICK GEORGE, Rochdale. Oct. 29. Rowley & Co., Manchester.

HUDSON, FREDERIC ELLIS, Southport. Nov. 10. Marriott & Co., Manchester.

JONES, JAMES DEACON KYNASTON, Liverpool, Cotton Salesman. Nov. 15. Harold Pemberton, Liverpool.

LEWIS, WILLIAM, Heston, Middx., Baker. Nov. 6. Garner & Sons, Hounslow.

LONGSHAW, JOHN, Grappenhall, Chester, Farmer. Nov. 16. Arthur Browne & Co., Warrington.

LOVETT, HERBERT, Nottingham, Beerhouse Keeper. Nov. 15. Clifton, Woodward & Smith, Nottingham.

LEPTON, ANNIE ELIZA, Huby, York. Nov. 1. Hirst & Capes, Harrogate.

MILLER, THOMASINA, Newcastle-upon-Tyne. Nov. 15. Robert Brown & Son, Newcastle-upon-Tyne.

MOORE, ARTHUR SAMUEL, Manchester, Baker. Nov. 11. Risque & Robson, Manchester.

MUCKLOW, EDWARD, Bury, Lancs. Nov. 10. Orford & Sons, Manchester.

MURRAY, MARY ANN, Tivill, Westmorland. Nov. 8. T. H. Little & Co., Penrith.

NEWBY, EMMA LOUISA, Southsea. Dec. 1. R. W. Sherwin, Portsmouth.

PARKER, SARAH ELLEN, Rochdale, Lancs. Nov. 30. Standing, Taylor & Co., Rochdale.

PHILLIPS, JOHN HENLEY SHAW, Teddington. Nov. 18. Farrer & Co., 65, Lincoln's Inn-fields.

PRICHARD, THOMAS, Llanerchymedd, Anglesey, Solicitor. Nov. 10. R. Gordon Roberts, Llangefni.

RINGLAND, ANNIE, Lytham. Nov. 11. Risque & Robson, Manchester.

ROACH, JOHN THOMAS, Water-lane, Brixton. Nov. 12. Clarke & Co., 8, Queen-st., Chesham.

SHARER, JOHN GEORGE HAINES, Mildenhall-rd., Lower Clapton. Nov. 15. J. N. Mason & Co., 41/49, Temple-chambers, Temple-av.

SLEE, EDMUND, Newcastle-upon-Tyne, Fruiterer. Nov. 8. Keenlyside & Forster, Newcastle-upon-Tyne.

STEVENS, JOHN HENRY, Ipswich, Army Pensioner. Nov. 15. W. E. Kersey, Ipswich.

STEDDART, ELIZA ALICE, Burscough, Lancs. Nov. 6. Brown, Brown & Quayle, Southport.

SWAN, HERBERT, Middlesbrough, Iron Merchant. Nov. 12. Oswald High Cochrane, Middlesbrough.

TAYLOR, ALICE, Crescent-lane, Clapham Park. Nov. 12. J. M. Storey, 262, High Holborn.

TRUSCOTT, EMMA, Ilford. Nov. 9. Hulbert, Crowe & Hulbert, 4, Broad Street-bldgs., Liverpool-st.

WALKER, JAMES DOUGLAS, Queen's Gate-gdns. Nov. 20. Kirby, Millett & Ayacough, 3, The Sanctuary, Westminster.

WARD, WILLIAM HENRY, Manchester, Estate Agent. Nov. 13. John Henry Lea, Manchester.

WHITE, MARIA, Colchester. Oct. 31. F. S. Collinge, Colchester.

WILLIAMS, EDWARD, Cradley Heath, Staffs., General Dealer. Oct. 26. Thomas Cooksey & Co., Old Hill, Staffs.

WOOTTON, GEORGE, Birkdale, Lancs. Nov. 17. W. & R. Hodge & Halsall, Southport.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Oct. 15.

ALFARO, JOHN BELCHER, Brighton. Nov. 16. Edwin E. Clark & Son, 36 and 37, Bush-lane, Cannon-st.

ALSTON, RICHARD, Oxenbush, Newton, Yorks, Farmer. Dec. 1. Baldwin, Weeks & Baldwin, Clitheroe.

BELCHER, THOMAS, Gloucester. Nov. 20. C. Granville Clutterbuck, Gloucester.

BENTLEY, LOUISA SOPHIA, Richmond, Surrey. Nov. 30. Lovell, Son & Pittfield, 3, Gray's Inn-sq.

BARRITT, EDWARD, Beckenham. Nov. 30. Smiths, Fox & Sedgwick, 26, Lincoln's Inn-fields.

CHARRER, AUGUST, Birtley, Durham. Nov. 15. Leader, Plunkett & Leader, 76, Newgate-st.

DICKINS, ARTHUR AUGUSTUS, Newark-on-Trent, Grocer. Nov. 10. Colton & Franks, Newark-on-Trent.

DOUGLAS, MARGARET ELIZABETH, Bampton, Oxford. Nov. 20. Morrell, Peel & Gamble, Oxford.

DOWN, THOMAS CHRISTOPHER, Ramsgate. Nov. 15. J. P. Simpson, 16, Houghton-st., Alderbury.

DEKES, MARY ANN, Didsbury, Manchester. Nov. 11. Risque & Robson, Manchester.

FLACK, DANIEL LUDGATE, West Worthing. Nov. 11. Nye & Clewer, Brighton.

GRANT, EDWARD MACPHERSON, Philbeach-gdns., Earl's Court. Dec. 1. Vallance & Vallance, 20, Essex-st., Strand.

GRIFFITHS, ELIZA JULIANA, Swansea. Nov. 15. Acron Thomas & Co., Swansea.

GRIFFITHS, JANE, Nottingham. Dec. 1. Wilfred Moss, Loughborough.

GRANT, CHARLES HENRY, Birmingham, Stationer. Dec. 1. Lane, Clutterbuck & Co., Birmingham.

HARDWOOD-YERD, WILLIAM, Brixton. Nov. 30. Wilkins & Toy, Chipping Norton.

HARRIS, -DERICK PAUL SEIFF, Hampstead. Nov. 1. Walton & Co., 101, Leadenhall-st.

HARRIS, ROBERT, Oldland, Glos, Contractor. Nov. 15. Meade-King & Co., Bristol.

HENDY, ISABELLA, Bournemouth. Nov. 22. Farrer & Co., 66, Lincoln's Inn-fields.

HILTON, HARRIET ANN, Chalfont St. Peter, Bucks. Nov. 15. Edwd. Jas. Garner, Uxbridge.

HOLBROOK, JOSEPH CHARLES, Clacton-on-Sea. Nov. 20. Charles E. White, Clacton-on-Sea.

JENKINS, JANE, Llanychaeth, Cardigan. Oct. 25. D. Emrys Williams, Aberystwyth.

JENKINS, WALTER, Ferndale, Glam. Nov. 13. Phillips & Price, Ferndale, Glam.

LOYD, MARIE, Chirk, Denbigh. Nov. 13. Field & Sons, Liverpool.

MASKELL, WALTER, John-st., Bedford-row, Solicitor. Nov. 15. Richard Farber & Son, 7 and 8, Gray's Inn-sq.

MEYER, ELIAS, Manchester, Jeweller. Nov. 18. David Cohen & Isitt, Manchester.

MOLLOY, CLARA, Winton, Bournemouth. Nov. 20. Trevelyan, Curtis & Ridley, Bournemouth.

MURTON, CHARLES DUNCAN, Cranbrook, Kent. Nov. 15. Murton, Clarke & Murton-Neale, Cranbrook, Kent.

NORTHCOTE, HON. JOHN STAFFORD, Chelsea. Nov. 24. Farrer & Co., 66, Lincoln's Inn-fields.

PANDOLF, ERNEST FRIEDRICH CARL, Craven Hill-gdns. Nov. 20. Coward & Hawksley, Sons & Charles, 30, Mincing-lane.

PARKER, CHARLES THOMAS, Cranbrook, Kent. Nov. 15. Murton, Clarke & Murton-Neale, Cranbrook, Kent.

PETER, FANNY, Oxford. Nov. 12. Hasel & Baimes, Oxford.

POWELL, JOHN, Great Suffolk-st., Borough, Licensed Victualler. Dec. 8. Henry I. Sydney, 2, Rensfrew-rd., Lambeth.

RINDFELDER, DOMYTHA FRANKLIN LOUISA, Richmond. Nov. 30. Morrish & Strode, 8, Serjeants'-inn, Fleet-st.

RITCHEY, GEORGE ALBERT, Hawkhurst, Kent. Nov. 15. Murton, Clarke & Murton-Neale, Cranbrook, Kent.

ROBINSON, WILLIAM FRANKLIN, Hants Cross, near Liverpool. Nov. 16. Sidney W. Dod, Liverpool.

SMITTOCK, WALTER, Skeltons-lane, Essex. Nov. 30. Drury Freeman, 438, Lea Bridge-road, Leyton.

STREPHED, THOMAS, Rossett, Denbigh. Nov. 17. James C. Bate, Chester.

STEWART, ALEXANDER DUGALD LOAN, Appin, Argyllshire. Nov. 9. Murray, Hutchins & Co., 11, Bishops-lane.

STARKEY, JOHN WILLIAM, Valetta, Malta. Nov. 30. Thomas Cooper & Co., 21, Leadenhall-st.

STUTCLIFFE, JOHN, Oldham, Cotton Doubler. Nov. 30. A. E. Smith, Oldham.

SWIRE, MARY MAUD, Drayton-gdns., South Kensington. Nov. 20. Savory, Pryor & Blagden, Outer Temple, 222, Strand.

TAYLOR, JOHN WALTER, Meerut, India. Jan. 1. Smythe, Etches & Co., Birmingham.

TESS, LUCY NOBLE, Reading. Nov. 11. Clarke, Rawlins & Co., 66, Gresham-house.

TYLER, AGNES, Lancing, Sussex. Nov. 30. B. Bunker, Hove.

WELLS, WILLIAM ROBERT, Northampton. Nov. 17. Jno. D. Douglas, Northampton.

WILSON, JAMES WIGAN, Solicitor. Nov. 1. Thomas Wilson, Wigan.

WILSON, MARY ELIZABETH, Gray's Inn-sq. Nov. 30. Langhams, 10, Bartlett's-bldg., Holborn-circus.

WOOLTER, JOSEPH HAMMOND, Eastbourne. Dec. 1. Fred H. Stapley, Eastbourne.

London Gazette.—TUESDAY, Oct. 19.

ALLAN, JAMES, Meltham, Huddersfield. Nov. 15. Ed. Foster Brook, Huddersfield.

ALLEN, LOUISA, Plymouth. Nov. 22. Roderick Porter, Plymouth.

ATHERTON, WILLIAM, Manchester, Agricultural Implement Maker. Nov. 5. F. S. Rhodes & Bethell Jones, Manchester.

BANBURY, WILLIAM LAWIS, Holworthy, Devon. Nov. 26. Capel Cure & Ball, 3, Southampton-st., Bloomsbury.

BATLEY, EDWIN, Kensington. Nov. 30. Hawker & Webb, Bank-chmbrs., Tower Bridge-rd.

BEE, SARAH, Darvall, Sheffield. Nov. 16. Smith, Smith & Fielding, Sheffield.

BICK, ZIFF, Canonbury, Diamond Salesman. Nov. 30. Robt.-A. Kendrick, 6, Broad Street-av.

BENDALL, WILFRED ELLINGTON, Ebury-st., Professor of Music. Nov. 16. Mills, Lockyer, Mills & Eville, 5, Finsbury-sq.

BERRY, ANNIE, Keighley, Yorks. Nov. 13. Wm. Dewhurst & Son, Keighley.

BRADLEY, JOSEPH, Evesham. Nov. 16. Smith, Smith & Fielding, Sheffield.

BROWN, HENRY FRANCIS, Albany-ter., Regent's Park, Merchant. Nov. 30. Latley & Hart, 138, Leadenhall-st.

CHAMBERLAIN, JAMES THOMAS, Great Shelford, Cambridge. Nov. 15. Aldous & Gotelec, Ipswich.

COLLETT, MARY KATE, Cheney, Northampton. Nov. 9. E. Lamley Fisher, Banbury, Oxon.

DARBY, ALFRED CHRISTOPHER, Chelsea. Nov. 30. Roche, Son & Neale, 1, Church-st., Old Jewry.

DAVIDSON, ALEXANDER, Upper Thames-st. Nov. 18. Hopgood, Mills, Steele & Co., 11, New-sq., Lincoln's Inn.

DAWSON, MARY ANN, Holbeck, Leeds. Nov. 1. Alfred Hutley, Leeds.

DIXON, HENRY PICKERIDGE, Pewsey, Wilts. Dec. 1. Dixon & Mason, Pewsey, Wilts.

DUFF, HELEN, Brighton. Nov. 30. Cameron, Kimm & Co., Gresham House, Old Broad-st.

DODGINS, CHARLES PENROSE, Grimsbury, Banbury. Nov. 9. E. Lamley Fisher, Banbury, Oxon.

EDWARDS, ALFRED, Dudley, Fitter's Assistant. Nov. 1. Wm. Wright, Dudley.

ELLIOTT, JAMES WARNER, Shepherd's Bush. Nov. 30. Wootner & Sons, 40, Bedford-row.

EVANS, EDITH BURLEIGH, Bournemouth. Nov. 19. Hand & Co., Stafford.

FARE, ELEANOR, Harringay. Nov. 22. Bartlett & Gregory, 6, New-sq., Lincoln's Inn.

FINN-KELCEY, ERNEST KELCEY, New Romney, Kent, Grazier. Nov. 8. Hallett, Creery & Co., Ashford, Kent.

FRITH, JOHN HENRY, Weeley, Essex, Stone Merchant. Nov. 30. Robt. A. Kendrick, 6, Broad Street-av.

GOODALL, JOHN, Leeds. Nov. 15. H. T. & W. Pullan, Leeds.

GOTTHARD, SAMUEL, Oswest. Nov. 18. Tennant, Nevins & Greenwood, Dewsbury.

HALL, GEORGE, Drondfield, Derby, Tool Maker. Nov. 26. Lucas & Lucas, Drondfield.

HARDY, MARIANNA, Bezhill-on-Sea. Nov. 15. S. H. Clay, Sheffield.

HARDY, JOSEPH, Hove, Stock Broker. Nov. 15. S. H. Clay, Sheffield.

HAUGHTON, JANE, Southport. Nov. 22. Thos. E. Gibson, Ashton-under-Lyne.

HEDGSON, MARY GEORGINA, Montreux, Switzerland. Nov. 12. Smith, Sons & Ford, Weston-super-Mare.

HOLDEN, THOMAS, Hkley, Yorks. Nov. 19. Pollard & Birtwell, Burnley.

HOWE, JAMES, Leeds. Nov. 15. H. T. & W. Pullan, Leeds.

HOTTE, JOSEPH, Huddersfield. Nov. 26. Ramsden, Sykes & Ramsden, Huddersfield.

HUBBARD, WILLIAM PARRINGTON, Southwark-st., Borough, Hop Merchant. Nov. 26. Wild, Collins & Crosse, Kenner's House, Crown-st., Cheapside.

HUTSON, ELIZABETH ANN, Newcastle-upon-Tyne. Nov. 17. Wilkinson & Marshall, Newcastle-upon-Tyne.

HUMPHREY, JOHN, Banbury. Nov. 9. E. Lamley Fisher, Banbury, Oxon.

JENKINSON, CHARLES HENRY, Halifax, Marine Engineer. Nov. 22. Barstow & Midgley, Halifax.

JOHN, WILLIAM, Aberthyn, near Cowbridge, Glam. Dec. 1. E. W. Miles, Cowbridge.

JONES, FREDERICK DARE, Ilford, Spirit Merchant. Nov. 30. Robt. A. Kendrick, 6, Broad Street-av.

LOCKWOOD, SARAH JANE, Yerbury-rd., Holloway. Nov. 9. Clapham, Fraser, Cook & Co., 15, Devonshire-sq.

LOUGHEED, ELIZABETH Tunbridge Wells. Nov. 22. Snell & Co., Tunbridge Wells.

MATLIN, WILLIAM, Warrington, Secretary. Nov. 30. Ody & Wilmot, 1, Denmark hill, Cumberwell Green.

METAM, WILFRED, Boscumbe. Nov. 16. Branson & Son, Sheffield.

MILNER, WILLIAM RICHARD, Weston-super-Mare, Cycle Dealer. Nov. 13. Smith, Sons & Ford, Weston-super-Mare.

PAYNE, GEORGE SAMUEL, Southampton, Butcher. Nov. 30. Pearce & Keek, Southampton.

PILLING, SAMUEL, Clayton, Manchester. Nov. 16. Walker, Dean & Co., Manchester.

READ, HENRY, Lincoln, Commercial Traveller. Nov. 11. Hebb & Sills, Lincoln.

SINGLETON, FRANCES ANNE, York. Nov. 14. Frank Perkins, York.

SMITH, RACHEL, Leeds. Nov. 15. H. T. & W. Pullan, Leeds.

SPITTLER, FANNY, Southborough, Kent. Nov. 22. Buss, Bretherton & Murton-Neale, Tunbridge Wells.

STALLARD, ELLEN, Bath. Dec. 1. Dixon & Mason, Pewsey, Wilts.

THORNTON, TALBOT, Manchester. Nov. 22. K. T. S. Dockray, Manchester.

VIRSON, WINIFRED LARSEN, Surbiton, Surrey. Nov. 25. G. S. Smith-Spark, Mitre Court-chmbrs., Temple.

WILLEY, RUPERT HAROLD DUNCAN, South Hampstead. Nov. 30. Phil H. Goddard, 22, Chancery-lane.

WOOD, MARTHA, Hove. Nov. 15. J. B. Brooke & Dyer, Leeds.

WROSE, ALBERT FRANCIS, Heaton Moor, Manchester. Nov. 30. Farrer-Morgan & Co., Manchester.

Messrs. GEO. TROLLOPE AND SONS have sold by private treaty the leasehold town mansion, No. 4, Buckingham-gate, Westminster, in conjunction with Messrs. Densham and Lambert.

Bankruptcy Notices.

London Gazette.—TUESDAY, Oct. 5.

RECEIVING ORDERS.

BARKWORTH, LEONARD, Crookes, Sheffield, Tailor. Sheffield. Pet. Oct. 1. Ord. Oct. 1.

CLINTON, ANTHONY GEORGE, Sheffield, Motor Engineer. Sheffield. Pet. Sept. 3. Ord. Oct. 1.

CORRY, A., Paul-st., Finsbury, Marine Stores Dealer. High Court. Pet. July 30. Ord. Oct. 1.

COLEBROOK, ERNEST WILLIAM, Millbank, Westminster. High Court. Pet. June 7. Ord. Sept. 30.

CONLAN, HARRIS, Dorking, Surrey. Croydon. Pet. Nov. 22, 1919. Ord. Sept. 29, 1920.

COOMBS, REGINALD WALTER, and WILLIAM ALLEN FULLER, Bournemouth, Glass Merchants. Poole. Pet. Sept. 9. Ord. Sept. 30.

DAVISON, JOSEPH, Gateshead, Picture Dealer. Newcastle-upon-Tyne. Pet. Sept. 2. Ord. Sept. 30.

GREENFIELD, ALFRED BERNARD, Southport, Master Box Maker. Pet. Sept. 30. Ord. Sept. 30.

GULLIVER, GLADYS, D'Arby-st. High Court. Pet. Aug. 31. Ord. Sept. 30.

HARVEY, W. D., Rose-st., Newgate, General Merchant. High Court. Pet. July 30. Ord. Sept. 29.

LITTMAN, RICHARD, Piccadilly. High Court. Pet. Aug. 6. Ord. Sept. 29.

MARTIN, ALBERT EDWARD, Herne Hill, Superintendent. High Court. Pet. July 27. Ord. Sept. 29.

MCCULLOCH, GEORGE, St. James's-st. High Court. Pet. Aug. 24. Ord. Sept. 29.

THOMAS, HAROLD GRAHAM, South Kensington. High Court. Pet. June 22. Ord. Sept. 30.

WILCOX, HERBERT, South Kensington. High Court. Pet. June 30. Ord. Sept. 27.

WILLIAMS, SAMUEL, Lilleshall, Salop, Miner. Stafford. Pet. Sept. 9. Ord. Sept. 30.

FIRST MEETINGS.

BRUCE, ALFRED ERNEST, Hkley, Yorks, Commission Agent. Oct. 13 at 11. Off. Rec. 12, Duke-st., Bradford.

COCKSHUTT, JOSHUA, Birkdale, Southport, General Produce Broker. Oct. 13 at 11.30. Off. Rec., Union Oct. 13 at 3. Off. Rec., 1, Berryidge-st., Leicester.

CORRY, A., Paul-st., Finsbury, Marine Stores Dealer. Oct. 13 at 11. Bankruptcy-bldg., Carey-st.

COLEBROOK, ERNEST WILLIAM, Millbank, Westminster. Oct. 14 at 11. Bankruptcy-bldg., Carey-st.

CONLAN, HARRIS, Dorking, Surrey. Oct. 12 at 11.30. 132, York-rd., Westminster.

DOCK, CHARLES, Kingston-upon-Hull, Boot Dealer. Oct. 15 at 11.30. Off. Rec., York City Bank-chmbrs., Lowgate, Hull.

ELLIS, GEORGE ROBERT, Leeds, Tailor. Oct. 13 at 11. Off. Rec., 24, Bend-st., Leeds.

FEATHERBY, SIDNEY, Hawant, Hants, Commercial Traveller. Oct. 15 at 12. Off. Rec., Cambridge-junc., High-st., Portsmouth.

GREENFIELD, ALFRED, Southport, Master Box Maker. Oct. 13 at 3. Off. Rec., Byrom-st., Manchester.

GULLIVER, GLADYS, D'Arby-st. Oct. 14 at 11.30. Bankruptcy-bldg., Carey-st.

HARVEY, W. D., Rose-st., Newgate, General Merchant. Oct. 14 at 12. Bankruptcy-bldg., Carey-st.

HITCHEN, CHARLES HENRY, Barnstable. Oct. 14 at 2.30. 94, High-st., Barnstable.

KNOX, CHARLES HENRY, Dover. Oct. 13 at 11. Off. Rec., 66a, Castle-st., Canterbury.

LUNACEY, ALFRED, Liverpool, Carting Agent. Oct. 13 at 12. Off. Rec., Union Marine-bldg., 11, Dale-st., Liverpool.

LITTMAN, RICHARD, Piccadilly. Oct. 14 at 11. Bankruptcy-bldg., Carey-st.

LUFFON, WILLIAM, Birmingham, Printer. Oct. 15 at 11.30. Ruskin-chmbrs., 191, Corporation-st., Birmingham.

MARTIN, ALBERT EDWARD, Herne Hill, Superintendent. Oct. 13 at 11.30. Bankruptcy-bldg., Carey-st.

MCCULLOCH, GEORGE, St. James's-st. Oct. 13 at 12. Bankruptcy-bldg., Carey-st.

MELTON, WILLIAM, Rotherham, Draper. Oct. 12 at 12. Off. Rec., Figtree-lane, Sheffield.

MOUL, ALFRED JOHN, Folkestone, Music Dealer. Oct. 13 at 10.45. Off. Rec., 68a, Castle-st., Canterbury.

SNOW, JOSEPH ROGERS, Leicester, Smallware Dealer. Marine-bldg., 11, Dale-st., Liverpool.

THOMAS, HAROLD GRAHAM, South Kensington. Oct. 13 at 12. Bankruptcy-bldg., Carey-st.

WILCOX, HERBERT, South Kensington. Oct. 13 at 11. Bankruptcy-bldg., Carey-st.

WILLIAMS, ALFRED DAVID, Llansamlet, Glam., Box Maker. Oct. 20 at 11. Town Hall, Swansea.

ADJUDICATIONS.

BARKWORTH, LEONARD, Crookes, Sheffield, Tailor. Sheffield. Pet. Oct. 1. Ord. Oct. 1.

BARNETT, WILLIAM, Portman-sq. High Court. Pet. July 29. Ord. Oct. 2.

BONNEY, ROBERT HAROLD, Chalfont St. Peter, Bucks. Aylesbury. Pet. Sept. 6. Ord. Sept. 30.

BOULTER, GEORGE, Ogle-mews, Ogle-st., Packing Case Maker. High Court. Pet. Aug. 26. Ord. Oct. 2.

COCKSHUTT, JOSHUA, Birkdale, General Produce Broker. Liverpool. Pet. July 22. Ord. Oct. 1.

DAVID, ELIZABETH SARAH, St. Ony's, Essex. High Court. Pet. Aug. 18. Ord. Oct. 2.
 DAVISON, JOSEPH, Gateshead, Picture Dealer. Newcastle-upon-Tyne. Pet. Sept. 3. Ord. Oct. 1.
 GUNNER, LOUIS CECIL ROUTLEY, Friday-st., Silk Merchant. High Court. Pet. Aug. 4. Ord. Oct. 2.
 HOARE, Capt. R. R., 89, James's-st. High Court. Pet. May 12. Ord. Oct. 2.
 LAYMORE, MARKS, Charing Cross-rd., Ladies' Costumier. High Court. Pet. Sept. 16. Ord. Oct. 2.
 MARLOWE, FRANCIS, Barnes Green, Sussex, Managing Director. High Court. Pet. July 26. Ord. Oct. 2.
 MUMFORD, ALFRED, Bromley, Kent, China Merchant. Croydon. Pet. Aug. 13. Ord. Oct. 1.
 PAIN, JAMES WILLIAM, Footing, Motor Haulage Contractor. Wandsworth. Pet. Aug. 24. Ord. Oct. 2.
 SMITH, DAVID, Shepherd's Bush. High Court. Pet. July 20. Ord. Oct. 2.
 SMYTH, WALTER, JUN., and ALICE SMYTH, Milton, Cambs. Grocers. Cambridge. Pet. Aug. 10. Ord. Sept. 30. Amended Notice substituted for that published in the London Gazette of Oct. 1.
 FOSTER, JAMES ARTHUR, Manchester, Managing Director. Manchester. Pet. Nov. 6, 1919. Ord. Sept. 29, 1920.

ORDER ANNULLING, REVOKING, OR RESCINDING ORDER.

KENILL, JOHN STUART, Mansion House. High Court. Adj. Nov. 29, 1919. Ord. Nov. 16, 1919. Annul. and Resc. Sept. 29, 1920.

London Gazette.—FRIDAY, Oct. 8. RECEIVING ORDERS.

AUSTIN, ARTHUR THEODOR, Maidstone. Pet. Sept. 13. Ord. Oct. 2.
 BATTEN, WALTER FRANCIS, Chelsea, Coach Painter. High Court. Pet. Oct. 4. Ord. Oct. 4.
 BRODRICK, FRANCIS BOWER, Kingsway. High Court. Pet. Aug. 27. Ord. Oct. 4.
 BURKE, JOHN, Wardle, near Rochdale, Lime Washer. Rochdale. Pet. Oct. 1. Ord. Oct. 1.
 DOWNS, CHARLES, East Greenwich. Greenwich. Pet. Sept. 17. Ord. Oct. 5.
 GILLOTT, HENRY, Sheffield, Grocer. Sheffield. Pet. Oct. 4. Ord. Oct. 4.
 GRIME, RICHARD, Scarborough, Fruiterer. Scarborough. Pet. Oct. 6. Ord. Oct. 6.
 HERBERT, ERNEST JOHN AUSTIN, Derby, Musical Instrument Dealer. Derby. Pet. Oct. 6. Ord. Oct. 6.
 HERTS, SIMON, Hackney, Boot Dealer. High Court. Pet. Oct. 6. Ord. Oct. 6.
 MARFELL, ALBERT WILLIAM, York, Grocer. Sheffield. Pet. Oct. 4. Ord. Oct. 4.
 MENDELSON, A. B., Askew-mansions, Shepherd's Bush. High Court. Pet. July 30. Ord. Oct. 6.
 ORBOM, GEORGE EDWARD, Upper Norwood, Surrey, Mill Furnisher. Croydon. Pet. Oct. 5. Ord. Oct. 5.
 RICE, GEORGE OLIVER, Pill, Somerset, Baker. Pet. Oct. 4. Ord. Oct. 4.
 ROGERS, ALBERT, Normanton, Drug Stores Proprietor. Wakefield. Pet. Oct. 4. Ord. Oct. 4.
 SOLOMONS, MORRIS MARKS, Westcliff-on-Sea, Essex, Cabinet Factor. High Court. Pet. Oct. 4. Ord. Oct. 4.
 SUTTON, ARTHUR, and VIOLET MAY SUTTON, Twickenham, Manufacturers of Gowns. Brentford. Pet. Oct. 4. Ord. Oct. 4.
 WALKER, OSCAR, Parkgate, Sheffield. Pet. May 20. Ord. Oct. 4.
 WILSON, HARRY, LORVENING, near Malton, Horse Dealer. Scarborough. Pet. Sept. 20. Ord. Oct. 6.

FIRST MEETINGS.

AUSTIN, ARTHUR THEODOR, Bredhurst, Balder. Oct. 18 at 11.30. Off. Rec., 290, High-st., Rochester.
 BATTEN, WALTER FRANCIS, Chelsea, Coach Painter. Oct. 18 at 12. Bankruptcy-bldgs. Carey-st.
 BEAKMAN, FRED, Moorside, near Oldham, Carrier. Oct. 15 at 2.45. Court House, Church-lane, Oldham.
 BONNET, ROBERT HAROLD, Chalfont St. Peter, Bucks. Oct. 16 at 12. 1. St. Aldeles, Oxford.
 BRODRICK, FRANCIS BOWER, Kingsway. Oct. 19 at 12. Bankruptcy-bldgs., Carey-st.

BRUNT, WILLIAM, Sheffield, China Dealer. Oct. 15 at 12. Off. Rec., Figtree-lane, Sheffield.
 COOMER, REGINALD WALTER, Bournemouth, Glass Merchant. Oct. 18 at 12. Off. Rec., Midland Bank Chambers, High-st., Southampton.
 DAVIES, EDOCH, Aberystwyth, Commercial Traveller. Oct. 23 at 12.45. 3, Baker-st., Aberystwyth.
 DAVISON, JOSEPH, Gateshead, Picture Dealer. Oct. 19 at 11. Off. Rec., Pearl Buildings, 4, Northumberland-st., Newcastle-upon-Tyne.
 DOWNS, CHARLES, East Greenwich. Oct. 18 at 11.30. 132, York-rd., Westminster Bridge-rd.
 EDWARDS, JAMES, Aberystwyth, Boots. Oct. 22 at 12.30. 3, Baker-st., Aberystwyth.
 HERTS, SIMON, Hackney, Boot Dealer. Oct. 20 at 11. Bankruptcy-bldgs., Carey-st.
 HIGGINS, ARTHUR, Saint Ives, Cornwall, Mining Engineer. Oct. 16 at 12. Off. Rec., 12, Princes-st., Truro.
 MENDELSON, A. B., Shepherd's Bush. Oct. 19 at 11. Bankruptcy-bldgs., Carey-st.
 ORBOM, GEORGE EDWARD, Upper Norwood, Mill Furnisher. Oct. 5 at 3. 132, York-rd., Westminster Bridge-rd.
 ROGERS, ALBERT, Normanton, Drug Stores Proprietor. Oct. 18 at 11. Off. Rec., 31, King-st., Wakefield.
 SOLOMONS, MORRIS MARKS, Westcliff-on-Sea, Cabinet Factor. Oct. 18 at 12. Bankruptcy-bldgs., Carey-st.
 SUTTON, ARTHUR, and VIOLET MAY SUTTON, Twickenham, Manufacturers of Gowns. Oct. 15 at 3. 74, Bedford-row.
 TAYLER, WILLIAM STEPHEN, Bristol, Builder. Oct. 20 at 11.30. Off. Rec., 25, Baldwin-st., Bristol.

ADJUDICATIONS.

BATTEN, WALTER FRANCIS, Chelsea, Coach Painter. High Court. Pet. Oct. 4. Ord. Oct. 4.
 BEAKMAN, FRED, Moorside, near Oldham, Carrier. Oldham. Pet. Sept. 11. Ord. Oct. 5.
 BURKE, JOHN, Wardle, near Rochdale, Lime Washer. Rochdale. Pet. Oct. 1. Ord. Oct. 1.
 CLINTON, ARTHUR GEORGE, Sheffield, Motor Engineer. Sheffield. Pet. Sept. 3. Ord. Oct. 5.
 COOMER, REGINALD WALTER, Bournemouth, Glass Merchants. Poole. Pet. Sept. 8. Ord. Oct. 4.
 COHEN, ALEXANDER, Finchbury, Marine Stores Dealer. High Court. Pet. July 30. Ord. Oct. 6.
 FAUVEL, JAMES PHILIP, and ROBERT CECIL HUDSON, Leeds, Motor Accessory Factors. Leeds. Pet. Aug. 30. Ord. Oct. 4.
 GILLOTT, HENRY, Sheffield, Grocer. Sheffield. Pet. Oct. 4. Ord. Oct. 4.
 GRIME, RICHARD, Scarborough, Fruiterer. Scarborough. Pet. Oct. 6. Ord. Oct. 6.
 HENNEST, ERNEST JOHN AUSTIN, Derby, Musical Instrument Dealer. Derby. Pet. Oct. 6. Ord. Oct. 6.
 HERTS, SIMON, Hackney, Boot Dealer. High Court. Pet. Oct. 4. Ord. Oct. 6.
 MARFELL, ALBERT WILLIAM, York, Grocer. Sheffield. Pet. Oct. 4. Ord. Oct. 4.
 ORBOM, GEORGE EDWARD, Upper Norwood, Mill Furnisher. Croydon. Pet. Oct. 5. Ord. Oct. 5.
 RICE, GEORGE OLIVER, Pill, Somerset, Baker. Bristol. Pet. Oct. 4. Ord. Oct. 4.
 ROGERS, ALBERT, Normanton, Drug Stores Proprietor. Wakefield. Pet. Oct. 4. Ord. Oct. 4.
 SOLOMONS, MORRIS MARKS, Westcliff-on-Sea, Cabinet Factor. High Court. Pet. Oct. 4. Ord. Oct. 4.
 TRUMPER, THOMAS WILLIAM, Waulwyl, Blast Furnace Manager. Tredegar. Pet. Aug. 17. Ord. Oct. 5.

ADJUDICATIONS ANNULLED.

AGNEW, ALEXANDER, Belper, Coal Merchant. Derby. Adj. July 7, 1920. Annul. Oct. 5, 1920.
 SKINNER, JAMES, Wakefield, Costumier. Wakefield. Adj. May 19, 1920. Annul. Oct. 5, 1920.

ORDER ANNULLING AND RESCINDING ORDER.
 BUCHANAN-WILSON, ROY, Maddox-st. High Court. Adj. May 19, 1913. Ord. April 21, 1913. Annul. and Resc. Sept. 30, 1920.

London Gazette.—THURSDAY, Oct. 12.

RECEIVING ORDERS.

AITKEN, W. N. GORDON, Southport, Managing Director. High Court. Pet. March 12. Ord. Oct. 4.
 BESTLEY, FRANK, Wednesfield, Staffs, Motor Lorry Manufacturer. Wolverhampton. Pet. Oct. 7. Ord. Oct. 9.
 BISS, JOHN CUTBRIGHT, Saxilby, Lincs, Dealer in Petrol. Lincoln. Pet. Sept. 24. Ord. Oct. 7.
 DOWNING, R. DUDLEY, Leek, Staffs, Manufacturers' Agent. High Court. Pet. Sept. 3. Ord. Oct. 8.
 GLOSSOP, FREDERICK MOORE, Alford, Lincs, Man. Savant. Boston. Pet. Oct. 6. Ord. Oct. 8.
 HUGHES, HUGH OSBORN, Stratford, Essex, Dentist. High Court. Pet. Aug. 7. Ord. Oct. 6.
 KIRK, A. E., Lauderdale-bldgs., Aldersgate-st. High Court. Pet. Sept. 6. Ord. Oct. 6.
 KNIGHT, DOBNEY FRANCES, Harrogate, Ladies' Hand-dresser. Harrogate. Pet. Oct. 7. Ord. Oct. 7.
 KNIGHT, WILLIAM DUNCAN, Harrogate, Gents' Hand-dresser. Harrogate. Pet. Oct. 7. Ord. Oct. 7.
 KNOTT, ERNEST VICTOR, and WALTER LESLIE WILKINSON, Lincoln, Boot Dealers. Lincoln. Pet. Sept. 28. Ord. Oct. 7.
 LEICK, ALBERT, Stafford, Caterer. Stafford. Pet. Sept. 29. Ord. Oct. 8.
 MENDELSON, ISAAC, Chesham, Manchester, Jeweller. Manchester. Pet. Sept. 18. Ord. Oct. 7.
 MENDELSON, JACK, Crouch End, Milliner. High Court. Pet. Aug. 18. Ord. Oct. 6.
 MOSLEY, HOLMES Oxenhope, Yorks, and ERNEST BINGO, Oxenhope, Pattern Makers. Bradford. Pet. Oct. 7. Ord. Oct. 7.
 MYTH, WILLIAM ROBERT, Leeds, Woollen Merchant. Leeds. Pet. Oct. 6. Ord. Oct. 6.
 RICHARDS, H. G., Yarmouth, I. of W., Engineer. Newport. Pet. Aug. 25. Ord. Oct. 9.
 RUSSELL, C. NEWTON, JUN., Highgate, Motor Salesman. High Court. Pet. Aug. 27. Ord. Oct. 7.
 SHERWOOD, BRUNO MAX EMIL, Charles-st., Hutton Garden, High Court. Pet. Sept. 7. Ord. Oct. 7.
 STEWART, WILLIAM HENRY, JOHN STEWART, and ARTHUR RICHARD STEWART, Stoke-on-Trent, House Furnishers. Hanley. Pet. Oct. 7. Ord. Oct. 7.
 STRUDWICK, LESLIE, Jermyn-st. High Court. Pet. Sept. 8. Ord. Oct. 7.
 WILLIAMS, CLARA, Hemmerton, Ink Manufacturer. High Court. Pet. Aug. 24. Ord. Oct. 7.

FIRST MEETINGS.

AITKEN, W. N. GORDON, Southport, Managing Director. Oct. 21 at 12. Bankruptcy-bldgs., Carey-st.
 CLINTON, ARTHUR GEORGE, Sheffield, Motor Engineer. Oct. 19 at 12. Off. Rec., Figtree-lane, Sheffield.
 DOWNING, R. DUDLEY, Leek, Staffs, Manufacturers' Agent. Oct. 22 at 11. Bankruptcy-bldgs., Carey-st.
 ELSTON, ERNEST JAMES, Derby, Fish Merchant's Assistant. Oct. 20 at 12. Off. Rec., Lincoln.
 GILLOTT, HENRY, Sheffield, Grocer. Oct. 19 at 11.30. Off. Rec., Figtree-lane, Sheffield.
 HUGHES, HUGH OSBORN, Stratford, Essex, Dentist. Oct. 21 at 11. Bankruptcy-bldgs., Carey-st.
 KIRK, A. E., Lauderdale-bldgs., Aldersgate-st. Oct. 20 at 12. Bankruptcy-bldgs., Carey-st.
 MARFELL, ALBERT WILLIAM, Adwick-le-Street, York, Grocer. Oct. 19 at 12.30. Off. Rec., Figtree-lane, Sheffield.
 MENDELSON, JACK, Crouch End, Milliner. Oct. 21 at 12. Bankruptcy-bldgs., Carey-st.
 MOSLEY, HOLMES and ERNEST BINGO, Oxenhope, Yorks, Pattern Makers. Oct. 21 at 11. Off. Rec., 12, Duke-st., Bradford.
 RICE, GEORGE OLIVER, Pill, Somersetshire, Baker. Oct. 20 at 12. Off. Rec., 25, Baldwin-st., Bristol.
 RUSSELL, C. NEWTON, JUN., Highgate, Motor Salesman. Oct. 20 at 10.30. Off. Rec., 24, Bond-st., Leeds.
 SHERWOOD, BRUNO MAX EMIL, Charles-st., Hutton Garden. Oct. 21 at 11. Bankruptcy-bldgs., Carey-st.
 STRUDWICK, LESLIE, Jermyn-st. Oct. 20 at 12. Bankruptcy-bldgs., Carey-st.
 WILLIAMS, CLARA, Hemmerton, Ink Manufacturer. Oct. 22 at 11. Bankruptcy-bldgs., Carey-st.

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